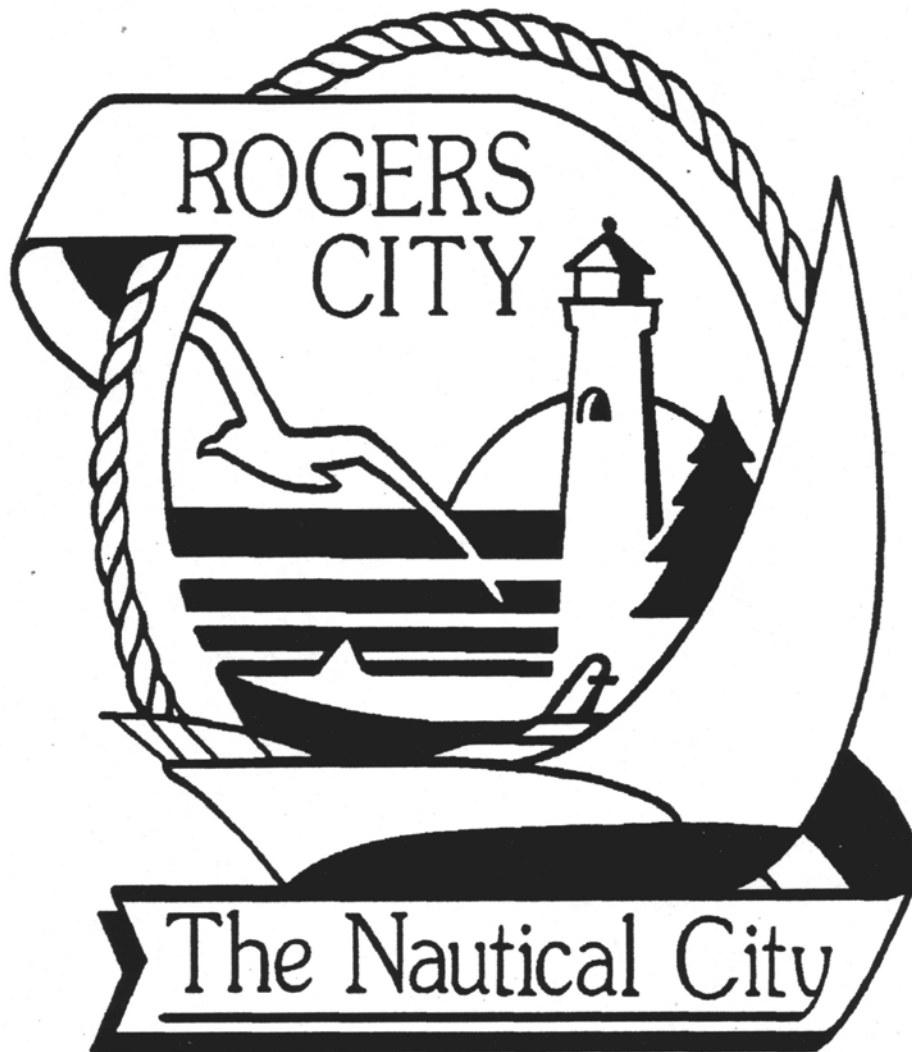


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6/30/98

*Agreement Between  
The City of Rogers City, Michigan*



*Rogers City*

*and  
The Rogers City General Employees Chapter  
Local No. 1325  
Michigan Council No. 25  
American Federation of State, County, and Municipal Employees  
AFL-CIO  
July 1, 1995*

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# *Preamble*

## Agreement

This Agreement entered into on this 1st day of July 1995, between the City of Rogers City, Michigan, hereinafter referred to as the "City" or "Employer", and certain Rogers City employees represented by their Chapter of Local No. 1325, affiliated with Council No. 25, AFSCME, AFL-CIO, hereinafter referred to as the "Union", has as its general purpose and intent the setting forth of terms and conditions of employment and the promotion of orderly and peaceful labor relations for the mutual interest of the Employer and the employee.

The parties recognize that the interest and support of the community as well as the employment security of the employees is dependent upon the City's ability to provide optimum service to the community under methods which will further economy and efficiency of operation, protection of the public and avoidance of interruption or inadequacy of service. To these ends, the Employer and Employees encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

(Note: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)

## ***Article 1 – Union Recognition***

***Section 1.*** Pursuant to and in accordance with Act 379 of the Public Acts of 1965, as amended, the City recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Rogers City General Employees Chapter, Local 1325 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City in the following bargaining unit:

All employees of the Department of Public Works, Water Department, Sewage Department and Office Clerical, excluding Police Department, seasonal employees, radio dispatchers, appointed officials and supervisors as defined in the Act.

***Section 2.*** The City agrees that it will not discriminate in any manner against any employee by reason of membership and activity in the Union. The City further agrees that it will not aid, promote or finance any labor group or organization, including the Union party to this Agreement, nor commit any act calculated to undermine the Union.

## *Article 2 – Union Security*

- Section 1.** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- Section 2.** Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- Section 3.** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

## ***Article 3 – Dues and Representation Fee Checkoff and Remittance***

- Section 1.*** The City agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, or to deduct from the wages of an employee who is not a member of the Union, the Union representation fee as provided in a written authorization in accordance with the standard form used by the employer herein (see Section 4 below) provided that the said form shall be executed by the employee. The written authorization for Union dues deduction or for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given to both the employer and to the Union.
- Section 2.*** Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local Union. Each employee and the Union hereby authorizes the employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union regarding the amounts to be deducted and legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- Section 3.*** The amount of representation fee paid by non-members in lieu of Union dues will be determined as set forth in Article 2 of this agreement.
- Section 4.*** See attached form on page 5.
- Section 5.*** Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- Section 6.*** Deductions for any calendar month shall be remitted to such address designated by the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.
- Section 7.*** The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of

employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

**Section 8.** The City agrees to provide check-off service without charge to the Union.

**Section 9.** The City shall be responsible for deducting only that amount as authorized by the employee. Any disputes arising out of any amount due by an employee to the Union shall be resolved between the Union and that employee. In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of the employee to obtain the appropriate refund from the Union.

**Section 10.** The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for purpose of complying with any of the provisions of this Article.



# Authorization Form

To: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.  
or  
 An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER				STREET NAME AND DIRECTION							
CITY						ZIP CODE					
AREA CODE			TELEPHONE				CLASSIFICATION				

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMPLOYER'S COPY

\_\_\_\_\_  
DATE

## ***Article 4 – Management Rights***

- Section 1.*** The City, on its own behalf and on behalf of its electors, hereby retains, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, the Rogers City Charter and any modifications made thereto, and any resolutions passed by the City Council or appointed officials provided such resolutions and/or modifications are not in conflict with specific terms of this Agreement.
- Section 2.*** The City retains the sole right to manage its affairs in an economic and efficient manner including but not limited to the right to plan, direct and control its operations; to determine the location of its establishments; to establish and modify its business and service hours; to decide the types of services and quantity it shall provide including the scheduling and means of providing such services; to decide on all machines, tools, equipment and the like to be used; to study and implement improved methods of providing services; to maintain order and efficiency in its departmental operations; to hire, layoff, transfer and promote employees in accordance with the terms and conditions of this Agreement; to determine the level of its work force; to determine performance standards and qualifications of its employees; and all other rights including those exercised in the past subject only to clear and expressed restrictions on such rights as contained elsewhere in this Agreement.
- Section 3.*** The City retains the sole right to discipline and discharge employees, for cause, in accordance with the terms and conditions of this Agreement. The City assures that in the exercise of this right, it will not act in violation of this Agreement and further, such actions taken by the City in the exercise of this right, may be a proper matter for the grievance procedure provided for in this Agreement.
- Section 4.*** The City retains the right to establish and promulgate from time to time reasonable rules and regulations for the purpose of maintaining order, safety, effective operations, public appearance and other such purposes, provided that any such rules and regulations so issued are not in conflict with specific provisions of this Agreement. This right includes but is not limited to the implementation of a City-wide personnel policy and comprehensive departmental rules and regulations, which will include a procedure of progressive discipline. And, accordingly, the City retains the right to require compliance with such policies, rules and regulations

and to discipline and discharge employees in accordance with progressive discipline in most cases for failure to comply with such.

## ***Article 5 – No Strike/No Lock Out***

***Section 1.*** The City will not lock out employees during the term of the Agreement.

***Section 2.*** The parties to the Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare of the citizens of Rogers City. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted effort by them to fail to report for work, nor shall they absent themselves from their work, stop work, or otherwise fail to fully and faithfully perform and execute the duties of their employment with the City. The union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, work stoppages or any acts that interfere with the operation of the City nor will the Union cause, encourage or sanction any of the above.

***Section 3.*** Any violation of Section 2 above by the Union, any member or members or any employee in the bargaining unit will be made the subject of disciplinary action or discharge from employment as to employees and, as to the Union, cancellation of this Agreement by the City.

## *Article 6 – Union Representation*

- Section 1.* The Union shall represent employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure. Such resolved grievances and matters shall be final upon written consent of the aggrieved employee(s) and the Union.
- Section 2.* The employees covered by this Agreement will be represented by one (1) Steward. The Union shall have the exclusive right to assign said Steward an Alternate Steward who shall act only in the absence of the Steward.
- Section 3.* The Union shall designate to the City, in writing, the Chapter Chairperson, the Union Steward and Alternate Steward and the City shall not be required to recognize or deal with any other employee(s) other than the one(s) so designated.
- Section 4.* The Chapter Chairperson, Steward or Alternate Steward, when necessary during working hours, may be permitted to investigate and present grievances to the City, without loss of pay, subject to workload requirements and the approval of the Department Head which shall not be unreasonably withheld.
- Section 5.* The Union, in contract negotiations may be represented by employees in the bargaining unit, not to exceed two (2). The Union shall designate said employees to the City.
- Section 6.* Should contract negotiation sessions be scheduled during a representing employee's scheduled work shift, that employee shall make arrangements with another member of the bargaining unit to cover for the shift with no overtime cost to the City. Said arrangements shall be subject to City approval and said approval shall not be unreasonably withheld.

## *Article 7 – Special Conferences*

- Section 1.** Special conferences for important matters may be arranged between the Chapter Chairperson and the City, upon the request of either, at a mutually agreeable time. Such meeting will be between two representatives of the Union and two representatives of the City. The members of the Union shall not lose time or pay for time spent in such conferences nor shall they receive additional pay if said conference occurs during their scheduled day off. This meeting may also be attended by a representative of the Union Council and/or a representative of the International Union.
- Section 2.** The purpose of such special conferences may be for the purpose of discussing contract interpretation, application or administration or other matters related to the operation and efficiency of the Department. In no event, however, shall the calling of a special conference be for the purpose of negotiating or renegotiating any portion of this Agreement except as provided for by mutual agreement in writing.
- Section 3.** Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed shall be presented at the time the conference is requested. Matters discussed in such special conferences shall be limited to those listed on the agenda unless mutually agreed otherwise.
- Section 4.** The Union representatives may meet at a designated place by the City, on City premises, for at least on-half (½) hour immediately preceding the conference with the City, for which a written request has been made.

## ***Article 8 – Grievance Procedure and Arbitration***

**Section 1.** It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

**Section 2.** The steps to the grievance procedure are as follows:

**Step 1:** Any employee having a grievance shall present it to the Employer as follows:

- a. If an employee feels he has a grievance, he shall discuss the grievance with the Steward.
- b. The Steward and/or employee may discuss the grievance with the immediate supervisor.
- c. If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor within the above stated fifteen (15) days. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance. This written submission must be dated and must contain at least the following:
  1. A description of the incident which gave rise to the grievance.
  2. The date the incident occurred.
  3. The date the employee and/or Steward discussed the incident with the supervisor.
  4. The date the employee and Union Steward met with the supervisor.

5. Reference to the specific section or sections of this Agreement that was purported to be violated.
  6. The requested remedy.
- d. The immediate supervisor shall respond, in writing, to the Steward within two (2) working days of receipt of the grievance.

**Step 2:** If the answer is not satisfactory to the Union, it shall be presented, in writing by the steward to the City Manager within seven (7) working days after the immediate supervisor's response is due. The City Manager shall sign and date the Steward's copy. The City Manager shall respond to the Steward in writing within seven (7) working days of receipt of the grievance.

**Step 3:** If the answer at Step 2 is not satisfactory and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25. In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 2 meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the Federal Mediation and Conciliation Service's Rules and Procedures within twenty (20) working days of when the above noted meeting was or should have been held.

**Section 3.** For the purpose of this grievance procedure, including arbitration, "working days" are defined to be Monday through Friday, 9:00 a.m. to 5:00 p.m., exclusive of holidays as defined in this Agreement.

**Section 4.** Arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service's Rules and Regulations.

**Section 5.** There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses of the Arbitrator shall be shared equally between the Employer and the Union.

**Section 6.** A grievance may be withdrawn without prejudice and/or precedent and if so withdrawn, all financial liabilities, except those mutually agreed



upon shall be cancelled. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

*Section 7.* Any grievance not answered by the Employer within the time limits shall be deemed settled on the basis of the Union's original demand.

*Section 8.* Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

## ***Article 9 – Discharge and Suspension***

- Section 1.*** The Employer agrees, promptly upon the discharge or suspension of any employee, to notify, in writing, the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- Section 2.*** The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the Steward.
- Section 3.*** Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to Step 3 of the grievance procedure.
- Section 4.*** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

## *Article 10 – Seniority*

**Section 1.** Probationary Employees -- New employees hired in the unit after the effective date of this Agreement shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement except discharged and disciplined employees for other than Union activity.

The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairperson and the new employee for the purpose of welcoming the new employee, furnishing a copy of the Agreement, authorization cards, explaining the structure of the organization and providing other pertinent information.

**Section 2.** Seniority shall be on an employee wide basis, in accordance with the employee's last date of hire.

**Section 3.** Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee. The seniority list on the date of the Agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up to date copies at least every ninety (90) days. The Council's copy of the list, as set forth here, shall be forwarded each ninety (90) day period, in care of the attention of the Council Secretary-Treasurer's Office, 1034 North Washington, Lansing, Michigan 48906 or to any such other address as notified of in writing.

**Section 4.** An employee shall lose seniority for the following reasons only:

- a. The employee quits.

- b. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. The employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to Step 3 of the grievance procedure.
- d. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
- e. Return from sick leave and leaves of absence will be treated the same as (c) above.
- f. The employee retires.

**Section 5.** For the purpose of layoff and recall, the Chapter Chairperson and the Union Steward, in that order, shall be considered to have superseniority. In the event of a layoff notwithstanding his position on the Seniority List, the Chapter Chairperson and the Steward shall be continued at work as long as there is a job for which he is qualified and shall be recalled to work to the first open position in the unit for which he is qualified.

## *Article 11 – Layoff and Recall*

- Section 1.** The word "layoff" means a reduction in the work force due to a decrease of work.
- Section 2.** In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meetings are not conclusive, the matter shall become a proper subject for Step 3 of the grievance procedure.
- Section 3.** When a layoff takes place, employees not entered on the seniority list shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.
- Section 4.** Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.
- Section 5.** During a layoff, there shall be no scheduled overtime.
- Section 6.** When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of the notice of recall, he shall be considered a quit. Employees on layoff shall keep the City advised of any change in address. If an employee fails to notify the City of the intent to return to work within five (5) working days from the receipt of mailing of the notice or if delivery cannot be made within ten (10) working days, the employee shall be considered a quit. In proper cases, exceptions may be made.
- Section 7.** Contracting and Sub-Contracting of Work. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer agrees that no work or services presently performed by the bargaining unit will be sub-contracted or contracted in whole or in part that would cause a reduction of work hours, layoff, displacement or replacement of bargaining unit employees.

## ***Article 12 – Transfers and Promotions***

***Section 1.*** If a member of the bargaining unit is promoted or transferred to a position not included in the bargaining unit, and subsequently, within sixty (60) calendar days, rejoins the bargaining unit, the employee shall have accumulated seniority, while in the position to which he was promoted or transferred. Such employee, upon rejoining the bargaining unit within this sixty (60) calendar day period shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

***Section 2.*** The City agrees to notify the Union of any proposed promotions or transfers of employees in the bargaining unit.

***Section 3.*** Transfers and promotions within the bargaining unit shall be made on the basis of seniority and qualifications. All open positions will be posted within two (2) weeks of the vacancy. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position. Such postings shall be in a conspicuous place in each City building where employees are stationed. Upon completion of the posting period, the successful bidder will be granted the position as soon as possible, but in no event, shall it take longer than two (2) months to fill said position. The senior employee applying for the promotion or transfer, and who meets the minimum qualifications and requirements for the position shall be granted a four (4) week trial period to determine:

- a. The employee's desire to remain in the position, and
- b. The employee's ability to perform the duties required of the position.

Should the senior employee be denied the promotion and transfer for reasons other than his own choosing, the City shall advise the employee and the Union Steward in writing as to the reasons for the denial. Should the senior applicant disagree with the denial, it shall be a proper matter for the grievance procedure.

***Section 4.*** During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification, at his choosing.

*Section 5.* Should the City find the employee's job performance unsatisfactory during the four (4) week trial period in the new position, notice and reasons in writing shall be submitted to the employee with a copy to the Union. Should there exist a disagreement between the parties, the matter may then become a proper subject to enter the grievance procedure at the second step.

*Section 6.* During the trial period, employees will receive the rate of pay for the job they are performing.

*Section 7.* For the "Equipment Operator/Lead Man" position, a trial period of six (6) months will apply to Sections 3, 4, and 5 of Article 12.

## ***Article 13 – Leaves of Absence***

- Section 1.*** A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. The thirty (30) day period can be renewed but, in no event, shall the total duration exceed six (6) months. Leaves shall only be granted for those purposes cited below and the approval and length of said leaves shall be at the discretion of the City.
- Section 2.*** Leaves of absence will be granted for only the following reasons:
- a. Extended illness (including pregnancy).
  - b. Prolonged illness in the employee's immediate family defined as those persons residing in the employee's household.
  - c. Educational purposes.
- Section 3.*** Only a permanent, full time employee who has worked continuously for the City for one or more years shall be eligible for a leave of absence, except for educational leaves which shall require a minimum of three (3) years of continuous service.
- Section 4.*** All leave requests shall state the exact date on which the leave is to begin and the exact date on which the employee is to return to work. Failure to return to work on the exact day scheduled shall be cause for termination at the discretion of the City.
- Section 5.*** An employee shall continue to accrue seniority while on an approved leave of absence and, upon return to work, shall be re-employed in a position for which his seniority and qualification entitle him.
- Section 6.*** Members of the bargaining unit, not to exceed one (1) at a time, who were selected to attend a Union function, such as conventions or educational conferences, shall be allowed time off, without pay, to attend such functions provided that at least fourteen (14) days notice is submitted; the employee's absence will not exceed ten (10) working days' and the request is approved by the City. Such request shall not be unreasonably held. The City shall not be obligated to honor more than one (1) such request per calendar year.



## ***Article 14 – Educational Leave of Absence for Veterans***

***Section 1.*** Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

***Section 2.*** Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

## ***Article 15 – Funeral Leave***

***Section 1.*** An employee will be allowed three (3) working days off with pay at the straight time hourly rate exclusive of premiums as funeral leave upon the death of the following family members:

Mother, father, step-parents, brother, sister, spouse, child  
or step-child.

***Section 2.*** An employee will be allowed two (2) working days off with pay at the straight time hourly rate exclusive of premiums as funeral leave upon the death of the following family members:

Mother-in-law, father-in-law, brother-in-law, sister-in-law,  
son-in-law, daughter-in-law, grandparents or  
grandchildren.

***Section 3.*** Should a City employee die during employment with the City, employees scheduled to work, except those required by essential services, will be permitted one-half ( $\frac{1}{2}$ ) day absence, with pay, for pallbearer service or attendance at the funeral.

## ***Article 16 – Sick Leave***

- Section 1.*** The provision of sick leave is for the purpose of allowing employee absence from work without loss of pay for legitimate illnesses. To qualify for sick leave the employee will attempt to directly notify his/her department supervisor no later than one-half (1/2) hour after the start of the scheduled work shift. In those instances where the employee is unable, due to illness, to personally notify his/her supervisor, notification may be made by a family or other household member.
- Section 2.*** Full time permanent employees shall be allowed twelve (12) days per year sick leave, without loss of pay, accumulative from year to year, for time lost due to:
- a.     Sickness or injury of the employee.
  - b.     Serious sickness or injury of the immediate family of the employee (defined as spouse, mother, father, son, daughter, brother, sister or relative in residence with the employee) which necessitates the employee's absence from work.
- Section 3.*** Employees will be allowed up to three (3) days sick leave following the birth of a son or daughter for the care of his wife and newborn infant.
- Section 4.*** Employees whose absence from work is due to injuries sustained while on the job and are collecting Workers Compensation benefits shall be paid sick leave for the difference between the Workers Compensation benefits and their regular rate of pay. The aggregate pay shall not, however, in any event exceed the employee's regular base pay.
- Section 5.*** When sick leave abuse is suspected, such as chronic one (1) day absences, the City may require and the employee must furnish substantiation of the claimed sickness in the form of a doctor's certificate. For purposes of this section, the term "chronic" is understood to mean habitual, recurrent, frequent and/or repeated absences.
- Section 6.*** Full time permanent employees who voluntarily quit or retire from service shall be paid for one-half (½) of all outstanding accumulated sick leave at the time of separation, except employees discharged for cause and said discharge is not reversed through the grievance procedure.

Said discharged employees shall forfeit any claims to payment for unused sick leave.

*Section 7.* In the event of the death of an employee, one-half ( $\frac{1}{2}$ ) of accumulated unused sick leave shall be paid to his heirs.

*Section 8.* The City shall post employees' accumulated sick leave as soon after July 1 of each year as it can be computed and tabulated.

## ***Article 17 – Working Hours***

***Section 1.*** Working hours for employees are as follows:

a. Public Works and Water Department, except Office Clerks:

Forty (40) hours per week consisting of five (5) eight (8) hour days, Monday through Friday.

b. Office Clerks:

Thirty-five (35) hours per week consisting of five (5) seven (7) hour days, Monday through Friday.

***Section 2.*** Lunch Periods -- Employees will be allowed lunch periods in accordance with the following:

a. Department of Public Works, Water Department and Disposal Plant Operators, except Office Clerks shall be allowed a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period each day; provided further, travel time to work base from work site shall not exceed ten (10) minutes prior to commencement of one-half ( $\frac{1}{2}$ ) hour lunch period.

b. Office Clerks shall be allowed a one (1) hour unpaid lunch period per day.

***Section 3.*** Coffee Breaks -- Employees may take a thirty (30) minute coffee break per day, including travel time to work base or two (2) fifteen (15) minute breaks per day at work site.

***Section 4.*** The City reserves the right to change shift beginning and ending time upon ten (10) working days notice to the Union.

***Section 5.*** An employee reporting for duty as called shall be guaranteed a minimum of two (2) hours work including work prior to the regular shift, even though said shift may be continuous with such callout. For Office Clerks, meetings scheduled for 5:00 p.m. or 5:30 p.m. on a work day require the Office Clerk to remain on the job until the close of the meeting. Pay rate for this time will be per Article 27, Section 4. For meetings scheduled for 7:00 p.m., Office Clerks shall be paid at the overtime rate of time and one-half for a minimum of two hours. The

Office Clerk shall be at the meeting site at least fifteen (15) minutes prior to the starting time of the meeting.

## *Article 18 – Holidays*

**Section 1.** For the purpose of this Agreement, the following shall be considered as holidays:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Years Day

**Section 2.** Employees working on any of the above scheduled days shall be compensated at time and one-half their regular pay for hours worked.

**Section 3.** Employees not working on any of the above scheduled days shall be compensated at the base hourly rate, exclusive of any premiums.

**Section 4.** Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

**Section 5.** Effective July 1, 1982, employees except Office Clerks will be granted the first day of deer season off as a paid holiday. Office Clerks will be granted one additional holiday to be used as a floating holiday.

**Section 6.** Paid Personal Days -- Employees who have seniority shall be entitled to received two (2) paid personal days for use each year, not to be deducted from sick or vacation. Personal days shall be earned or awarded on the same basis as vacation is earned, the anniversary date of employment. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the employee's department head.

## *Article 19 – Vacation*

**Section 1.** Employees will earn credit toward vacation pay in accordance with the following schedule:

More than 1 year of service but less than 2 .....	1 week vacation
More than 2 years of service but less than 6 .....	2 weeks vacation
More than 6 years of service but less than 11 .....	3 weeks vacation
More than 11 years of service .....	4 weeks vacation

**Section 2.** Eligibility for vacation will be determined from the employee's most recent date of hire.

**Section 3.** Employees shall make written requests by June 15 of each year for the period they would like their vacation during the next fiscal year and the Employer will establish a vacation schedule by the end of June. Preference as to time on requests received in the above manner will be based on seniority. Preference on requests received subsequent to June 15 will be based on the order in which they are received. Requests as to time will be respected insofar as the needs of the service will permit. No more than two (2) "Equipment Operators" shall schedule vacations for the same time period. Equipment Operator/Lead Man is not considered in the equation of "two (2)" equipment operators scheduling vacation for the same time period. The Department Head will post his vacation schedule by June 1. Any changes in the Department Head's schedule will not affect employee's established vacation schedules.

**Section 4.** Vacations normally will be taken in a period of consecutive days. Vacations may be split into one (1) or more days to allow for use of fractional vacation days, providing such scheduling does not drastically interfere with the efficiency of the operation of the department and ten (10) working days advance notice is submitted by the employee in writing.

**Section 5.** When a holiday is observed by the Employer during a scheduled vacation, vacation will be extended one (1) day continuous with the vacation.

**Section 6.** A vacation may not be waived by an employee and extra pay received for work during the period.



**Section 7.** If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled and the lost time will be charged to sick leave, if any. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

**Section 8.** Employees may receive their checks in advance for paydays falling within their vacation by making request for same one (1) week prior to leaving on vacation.

**Section 9.** If an employee is laid off, or retires, or severs his employment, he will receive any unused vacation credit, including that accrued in the current fiscal year. A recalled employee who received credit at the time of layoff for the current fiscal year will have such credit deducted from his vacation the following year.

**Section 10.** Vacation pay and hours will be computed on the basis of the rate and work week applicable to the employee's classification at the time vacation is used. Other benefits provided in this Agreement will accrue to employees on vacation.

## **Article 20 – Hospitalization, Life Insurance, and Pension**

**Section 1.** The Employer agrees to pay the full premium for hospitalization and medical coverage for the employee, the employee's spouse and their children. Coverage for said children shall extend only to December of the year of their nineteenth (19th) birthday. Coverage shall be Blue Cross/Blue Shield, "PPO Plan-S", or equivalent and include the following:

**"Master Medical Option 1, \$200 deductible per family and \$100 per person per year, with 80\20".**

† \$3.00 Prescription Drug Rider.

† Vision Care Program.

**Section 2.** Employees are eligible to retire at age 55 with 25 years of service. Employees who retire at the age of 55 or later will be provided the City's standard retiree coverage, "which will include spouse", for 6 years or until age 65 or their eligibility for Medicare coverage, whichever comes first, according to the following schedule:

For first year of retirement: Full payment of BC/BS insurance premiums

For second year of retirement: 90% payment of BC/BS insurance premiums

For third year of retirement: 80% payment of BC/BS insurance premiums

For fourth year of retirement: 75% payment of BC/BS insurance premiums

For fifth year of retirement: 70% payment of BC/BS insurance premiums

For sixth year of retirement: 65% of BC/BS insurance premiums

For retirement at age 65: No cost participation from the City.

In the event of the retiree's death, this cost participation benefit will not carry over to survivors.

**Section 3.** The Employer agrees to pay the full premium of ten thousand dollars (\$10,000) face value term life insurance and AD&D for each employee, with the employee option of applying the term premium paid on his behalf toward conversion options.

**Section 4.** During the period of July 1, 1995 through June 30, 1998, employees covered by this Agreement will remain under the MERS B-2, F-55 with 25 years of credited service, E-2 Program with a contribution rate of 1%.

**Section 5.** Employees covered by this Agreement may elect, after twenty-five (25) years of accumulated service with the employer, to retire and draw benefits for which he/she is eligible under the pension plan provided for in Section 4 above.

## *Article 21 – Safety*

*Section 1.* In an effort to develop a viable and on-going safety program and to promote safety measures, the parties agree to establish, as soon as practical after the enactment of this Agreement, a Safety Committee. While management reserves the right to determine the safety programs and measures taken at management's expense, this committee will serve in an advisory capacity to assist in the formulation of such programs. This committee will be comprised of the Chapter Chairperson, an additional employee, the Department Head and the City Manager.

## ***Article 22 – Working Supervisors***

***Section 1.*** Supervisors shall not be used to circumvent the payment of overtime. However, the parties recognize that the City Supervisors are "working supervisors" and their performance of employee work shall not, in and of itself, be evidence of circumvention of overtime.

***Section 2.*** In addition to the above, Supervisors shall be permitted to perform bargaining unit work in the following instances:

- a. In emergency situations or personnel shortages, or where qualified regular employees are not available.
- b. To instruct or train employees.
- c. To do experimental work in a new job.

## ***Article 23 – Temporary Assignments***

- Section 1.*** Employees required to work in a higher classification shall be paid the rate of the higher classification for all such work during that period.
- Section 2.*** Temporary assignments up to six months if deemed necessary for the purpose of filling vacancies of employees who are on vacation, absent because of illness, on an approved leave or as a result of a temporary vacancy in the position will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification while filling such vacancy.
- Section 3.*** In the case of employees acting in the absence of the department superintendent, the employees must be performing the duties of the supervisor for two (2) full days before he shall receive the higher rate.
- Section 4.*** The Equipment Operator/Lead Man's position shall receive 90% of the DPW Superintendent's hourly wage for all regular 8-hour shifts worked when the superintendent is absent from work. For overtime worked when the superintendent is absent, the equipment operator/lead man shall receive his normal overtime rate. Call out overtime will be for hours worked with one (1) hour minimum call out pay. Should the equipment operator/lead man be low on the overtime equalization list, he shall be paid two (2) hours minimum call out if he performs actual work.

## ***Article 24 – Miscellaneous Provisions***

- Section 1.*** Union Bulletin Boards. The employer will allow the use of the existing bulletin board in the City Garage which may be used by the Union for posting notices of the following types:
- a. Notices of recreational and social events.
  - b. Notices of elections.
  - c. Notices of results of elections.
  - d. Notices of meetings.
- Section 2.*** Jury Duty. An employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay.
- Section 3.*** Computation of Benefits. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
- Section 4.*** Employees will be required to wear safety glasses during working hours. The cost of safety glasses shall be borne by employee.
- Section 5.*** Private Vehicles. Employees shall not use private vehicles for City work except upon written authorization by the City Manager, in which event payment for such use shall be at the rate of 20¢ per mile with a three dollars (\$3.00) minimum.
- Section 6.*** Safety Equipment For Vehicles. The Employer agrees to provide proper safety equipment for its vehicles.
- Section 7.*** Cemetery Lot Benefits. The established City policy regarding cemetery lot benefits for employees shall continue to remain in full force for the duration of this Agreement.
- Section 8.*** Rates for New Jobs. When a new job is placed in a unit and cannot be properly placed into an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

**Section 9. Uniform Allowance.** The Employer agrees to continue the present practice of providing a cash allowance, once per year, of twenty-five dollars (\$25.00) not to exceed (4) employees of the Public Works Department for clothing and shoes damaged during the street tarring program.

**Section 10. CDL License Reimbursement.** The employer agrees to reimburse an employee for the CDL portion of their Driver's License costs, if required by job classification. Employees required to carry CDL licenses will be subject to all rules and regulations as determined by the Federal DOT, effective January 1996. Before implementing a CDL Policy, a letter of understanding will be reached between the City and the Union to develop future contract language for a City-wide drug and alcohol policy.



## Article 25 – Rates of Pay

- Section 1.** July 1, 1995 increase all rates by 3%  
 July 1, 1996 increase all rates by COLA (per Article 26)  
 July 1, 1997 increase all rates by 1% plus COLA (per Article 26)

**Section 2.** The following rates of pay shall be effective as indicated on July 1, 1995:

Disposal Plant Operator (C License)	\$12.84 per hour
Disposal Plant Operator (B License)	\$13.03 per hour
Water Plant Operator	\$12.50 per hour
Deputy City Clerk/Treasurer (Grulke)	\$9.83 per hour
Deputy City Clerk/Treasurer (Johnston)	\$8.53 per hour
Mechanic	\$12.73 per hour
Equipment Operator	\$12.50 per hour
Sexton/Equipment Operator	\$12.50 per hour
Engineer's Assistant	\$12.96 per hour
Equipment Operator/Lead Man	\$12.90 per hour

The above rates of pay shall apply to employees of record. For new employees hired after the date of the contract signing, the following table of pay rates shall apply:

PAY RATE SCHEDULE FOR NEW EMPLOYEES						
POSITION	PAY RATES FOR NEW EMPLOYEES FOR:					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Disposal Plant Operator (Unlicensed)	\$9.77	\$10.19	\$10.61	\$11.02	\$11.44	\$11.86 <sup>X</sup>
Disposal Plant Operator (C License)	\$10.03	\$10.56	\$11.08	\$11.61	\$12.11	\$12.84
Disposal Plant Operator (B License)	\$10.30	\$10.82	\$11.34	\$11.86	\$12.38	\$13.05
Water Plant Operator	\$9.77	\$10.30	\$10.82	\$11.34	\$11.86	\$12.50
Deputy City Clerk/Treasurer	\$7.18	\$7.59	\$8.00	\$8.43	\$8.84	\$9.26
Mechanic	\$10.30	\$10.76	\$11.23	\$11.70	\$12.16	\$12.73
Equipment Operator	\$10.03	\$10.51	\$10.97	\$11.44	\$11.91	\$12.50
Sexton/Park Attendant	\$9.77	\$10.24	\$10.71	\$11.18	\$11.65	\$12.28
Engineer's Assistant	\$10.30	\$10.82	\$11.34	\$11.86	\$12.38	\$12.96

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## ***Article 26 – Cost of Living Adjustment***

***Section 1.*** The United States Department of Labor, Bureau of Labor Statistics National Consumers Price Index, Base 1967 = 100 shall be used as the basis of computations. Adjustments will be made twice annually based on the CPI for April and October, computed by June 1 and December 1 respectively, and paid the first full pay period in July and January, respectively.

***Section 2.*** Adjustments to the base hourly wage shall be computed as follows:

For each rise of 0.4 in the CPI, employees shall receive an additional one cent (1¢) per hour added to their base hourly rate subject to the following limitation:

Semi-annual wage adjustments will be based on the difference between the October and preceding April indexes. Annual wage adjustments will be based on the difference between April indexes, less the previous semi-annual adjustment, if any.

***Section 3.*** The total cost of living adjustments shall not exceed forty cents (40¢) per hour per year.

***Section 4.*** The provisions of Sections 1 through 3 of this Article shall be discontinued for Year 1 of this Agreement. The provisions of Sections 1 through 3 of this Article shall once again become effective beginning July 1, 1996, which is Year 2 of this Agreement.

## *Article 27 – Overtime*

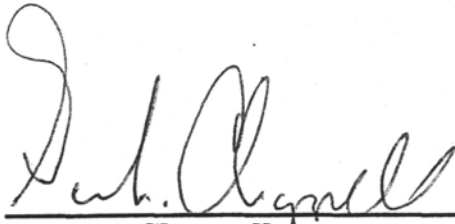
- Section 1.** Time and one-half will be paid for time worked outside of regular work hours, time worked on holidays listed in Article 18, and time worked while on vacation due to unavailability of other employees who have demonstrated proficiency in the required skills, if the employee is charged for vacation time.
- Section 2.** The City will make every effort to provide reasonable notice of the need for overtime but such shall not preclude the City from ordering daily overtime as required in emergency situations, personnel shortages due to employees' failure to report for work or other such circumstances.
- Section 3.** Equalization of Overtime -- Overtime hours shall be divided as equally as possible among employees in the same classification. An up to date list showing overtime hours will be posted monthly in a prominent place in each building. When overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this section, time not worked because an employee was unavailable will be charged the average number of overtime hours of the employees working during that callout period, two (2) hours minimum. Excessive overtime hours will be carried over each year and are subject to review at the end of each period. Overtime hours will be computed from July 1 through June 30 of each year.
- Section 4.** For Office Clerks, whose regular work week consists of 35 hours, time and one-half will be paid for all work over forty hours. Time worked between 35 hours per week and forty hours per week will be paid at the rate of regular pay, except that any hours in excess of eight (8) hours per day will be paid at time and one-half.

## ***Article 28 – Effect of Agreement, Termination, and Modification***

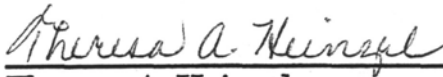
- Section 1.*** It is agreed and understood that during negotiations leading to this Agreement, both parties have had the opportunity to discuss any and all items concerning wages, hours of work, and all other conditions of employment. Therefore, any subject matter not covered herein shall be considered as withdrawn by the respective party. This Agreement shall then be considered as a complete document as it regards wages, hours of employment and all other conditions of employment.
- Section 2.*** This Agreement shall become effective July 1, 1995 and continue in full force and effect until June 30, 1998.
- Section 3.*** If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the termination date specified in Section 2 above, give written notification of said desire.
- Section 4.*** If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.
- Section 5.*** Any amendment to this Agreement that is mutually agreed upon by the parties shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- Section 6.*** Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union to 1034 North Washington Avenue, Lansing, Michigan 48906 or to any such address as the Union or Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 20th day of October, 1995.

FOR THE CITY OF ROGERS CITY

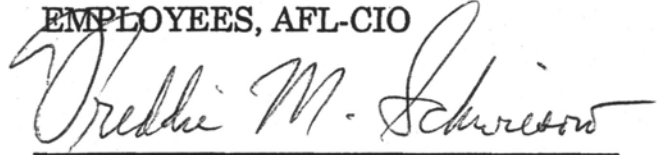


Gary M. Chappell  
Mayor



Theresa A. Heinzl  
City Clerk/Treasurer

FOR THE GENERAL EMPLOYEES  
CHAPTER OF LOCAL #1325,  
MICHIGAN COUNCIL #25  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

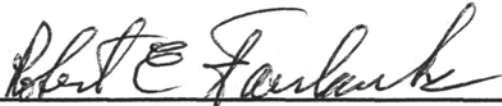


Freddie M. Schwiesow  
Chapter Chairperson



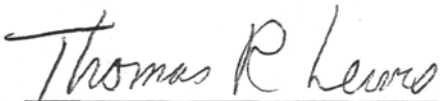
Donald Maki  
AFSCME Staff Representative

APPROVED AS TO CONTENT:



Robert E. Fairbanks  
City Manager

APPROVED AS TO FORM:



Thomas R. Lewis  
City Attorney

LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF ROGERS CITY, MICHIGAN  
AND  
ROGERS CITY GENERAL EMPLOYEES CHAPTER  
LOCAL #1325  
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

RE: Negotiating a CDL Drug/Alcohol Testing

The aforementioned parties do hereby mutually agree that the collective bargaining process will not be hampered by continued negotiations on the Drug/Alcohol Testing Policy and the inclusion of steps taken on positive tests. Therefore, the parties agree that the contract can be implemented upon ratification with the parties agreeing to negotiate the above until they reach agreement on the policy.

Signed this 20th day of October, 1995.

FOR THE EMPLOYER:

Robert E. Fairbank

Theresa A. Heinsye

FOR THE UNION:

[Signature]

Orville M. Shuren