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A G R E E M E N T

CITY OF HARPER WOODS

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, LOCAL NO. 1107

1986 - 1987

Harper Woods, City of

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
Accident and Illness Insurance	41
Aid to Other Unions	2
Call Time	23
Chauffeur's License	45
Compensatory Time	42
Contracting and Sub-Contracting of Public Work	30
Discipline and Discharge	12
Funeral Leave	19
Grievance Procedure	7
Holidays	28
Hours of Work	23
Insurance, Group Hospital, Dental, Eye & Life	34
Job Bidding	41
Jury Duty	20
Layoff Defined	15
Leave for Union Business	19
Leaves of Absence	16
Longevity	39
Loss of Seniority	14
Management Rights	42
Military Reserve Duty	20
Miscellaneous	45
No Strike Clause	44
Overtime	24
Overtime Language - Meet and Confer	28

<u>SUBJECT</u>	<u>PAGE</u>
Pay Advance	33
Personal Business Days	30
Purpose and Intent	1
Rates of Pay	40
Ratification	46
Recall Procedure	15
Recognition	2
Refuse Department	45
Reporting Time	22
Rest Periods	22
Retirement Plan	38
Seniority	13
Seniority of Officers	15
Shift Differential	41
Sick Leave	20
Special Conferences	6
Starting Time	23
Stewards and Alternate Stewards	6
Supplemental Agreements	16
Termination	46
Training & Education	39
Uniforms and Protective Clothing	33
Union Bulletin Boards	34
Union Dues and Initiation Fees	3
Union Security	2
Vacation	31
Visits by Union Representatives	11
Waiver	44
Workmen's Compensation	37

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 1986, A.D. by and between the City of Harper Woods, a Michigan municipal corporation (hereinafter referred to as the "EMPLOYER") and the International Union of the American Federation of State, County, and Municipal Employees, and Council 23 and its affiliate Local Union No. 1107 (hereinafter referred to as the "UNION").

NOTE: The headings used in this Agreement and Exhibits neither add to or subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions for employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community.

To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

WITNESSETH:

WHEREAS: The CITY and the UNION pursuant to Act #336 of the P.A. of 1947, as amended, more commonly known as the "Hutchinson Act", have met and bargained in good faith in respect to rates of pay, fringe benefits, hours of work and other conditions of employment related thereto:

1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive bargaining agent for all permanent full-time employees of the Department of Public Works and the Recreation Department. There shall be specifically excluded from the above described bargaining unit, the Superintendent of Public Works, the General Foreman, all seasonal employees, part-time employees, supervisory employees, temporary employees, clerical employees, and probationary employees during their first six months of regular full-time employment. A single Union officer shall represent both departments and a single seniority list established for all employees represented.

2. AID TO OTHER UNIONS.

The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. UNION SECURITY. REQUIREMENT OF UNION MEMBERSHIP. To the extent that

the laws of the State of Michigan permit, it is agreed that:

(a) 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 for the duration of this Agreement.

(b) Any employee who shall tender an initiation fee -- (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(c) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

(d) The Employer shall be notified, in writing, by the Union

of any member who is sixty (60) days in arrears in payment of membership dues.

(e) The Employer agrees to discharge such member within thirty (30) days after such notification, in writing.

4. UNION DUES AND INITIATION FEES.

(a) Payment by Check-Off or Direct to Union.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, or may pay the same directly to the Union.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following:

"Authorization for Check-OFF of Dues" Form:

"CITY OF HARPER WOODS
19617 HARPER AVENUE
HARPER WOODS, MICHIGAN 48225

DATE: _____

TO: PAYMASTER
FROM: _____ DEPARTMENT
SUBJECT: WITHHOLDING OF UNION DUES

I _____, employee of the City of Harper
(name of employee)

Woods and member of the Municipal Employees Union, Local No. 1107, do hereby authorize the City of Harper Woods to withhold monthly Union dues from my pay in an amount set by the Local Union and certified in written form by the Local Union Officer.

(b) Deductions

Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of said Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

(c) Delivery of Executed Authorization of Check-Off Form.

A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

(d) When Deductions Begin.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted 1/2 from each of the first and second pays of the first month and each month thereafter.

(e) Refunds.

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-

Laws, refunds to the employees will be made by the Local Union.

(f) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the second pay of the month. The Employer shall furnish the designated financial officer of the Local, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms but for whom no deductions have been made.

(g) Termination of Check-Off.

An employer shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union shall be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days written notice to the Employer and the Union. However, said employee shall pay to the Union a service fee equal to the amount the Union member pays.

(h) Limit of Employer's Liability.

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Sections 3 and 4 of this Agreement. The Union shall be responsible for all costs of defense, including attorney fees by attorneys of the Union's choice and shall pay any judgments including interest, costs, punitive or exemplary damages and attorney fees.

5. STEWARDS AND ALTERNATE STEWARDS.

(a) Employees shall be represented by one Steward who shall be a regular full time employee. The President shall have the right to appoint an Alternate Steward in the absence of the regular Steward. There shall be no requirement on the part of the employer to recognize any such Steward until such time as the official list has been delivered to the Employer.

(b) The Steward may investigate and assist an employee with a grievance from its inception and to the extent provided in the Grievance Procedure.

6. SPECIAL CONFERENCES, GRIEVANCE PROCEDURE, PRESENTING A GRIEVANCE, TIME OF APPEALS, AND WITHDRAWAL OF CASES.

(a) Special Conference for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be

presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union representatives. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union Council and/or a representative of the International Union.

(b) The Union representatives may meet at a place designated by the Employer or the Employer's property immediately preceding a conference to confer with Union Council or International representatives.

7. PRESENTING A GRIEVANCE AND TIME OF ANSWERS.

A grievance to be subject to this Grievance Procedure shall only be for grievances arising out of events occurring after the date of execution of this Contract and which involves one or more of the following:

- (a) The City's determination of terms of employment or basic rate of pay.
- (b) A claim that one or more of the provisions of this Agreement has been violated by the City.
- (c) Employee's safety.

(d) Employer's harassment of employee.

An employee having a grievance in connection with his employment shall present it to the Employer as follows:

Step 1:

(a) If an employee feels that he has a grievance, he shall discuss the grievance with the immediate Supervisor of that Department and the Steward may be present.

(b) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to either the Supervisor or Superintendent of the Department, whichever may apply. The grievance must be presented in writing by the Steward to the Supervisor or Superintendent within fifteen (15) calendar days after knowledge of its occurrence in order to be a proper matter of the grievance procedure, and such shall set forth the act or occurrence grieved, name or names of employees aggrieved, Contract provisions allegedly violated, if any, and the remedy requested.

(c) The Supervisor or Superintendent will reply, in writing, within five (5) working days.

(d) If the Department's Supervisor or Superintendent's answer is not satisfactory, within seven (7) calendar days of receipt of his answer, the grievance may be referred to the Local President who may submit his appeal on an agenda to the Employer. A meeting between the City

Manager and representatives of the Union will be arranged to discuss the grievance or grievances, appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer.

(e) The designated representative of the Employer is the City Manager.

(f) The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representatives of the Employer.

(g) The Local President, or the Steward, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. The Department Supervisor or Superintendent will grant him permission to leave his work for this purpose at such time as will not unduly interfere with department work.

(h) The City Manager's decision will be forwarded to the Union President within three (3) working days after the meeting as specified in paragraph (d).

Step 2.

If the grievance is not resolved at Step 1, the Union shall, within thirty calendar days of the City Manager's decision, file the matter with either the Harper Woods Civil Service Commission or the American Arbitration Association. The grievance shall be considered filed with the Civil Service Commission when a written request for a hearing is received by the City Clerk. The grievance shall be considered

filed with the American Arbitration Association when a Demand for Arbitration is received by the AAA.

The Union, in its sole discretion, shall choose whether the grievance will be heard by the Civil Service Commission or American Arbitration Association. The Union may not present a grievance to both the Civil Service Commission and to an arbitrator.

If the Civil Service Commission declines to hear the merits of the grievance, the Union may, within fifteen calendar days of being so advised, file the grievance with the American Arbitration Association.

The arbitrator shall be selected according to the rules of the American Arbitration Association for labor arbitration. The award of the arbitrator shall be rendered within thirty days of the close of the hearing.

All of the following rules shall apply to any matter submitted to an arbitrator or to the Civil Service Commission: (References to the 'arbitrator' shall also refer to the Civil Service Commission.)

(a) The arbitrator shall limit his decision strictly to the interpretation, application of enforcement of this Agreement, and he shall be without power and authority to make any decision: (1) contrary to, or inconsistent with,

or modifying or varying in any way, the terms of this Agreement;
(2) granting any wage increases or decreases; (3) granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

(b) The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or City Charter the City cannot delegate, alienate or relinquish.

(c) All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the City payroll.

(d) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

(e) There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees and on the Union.

8. VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local

Union Representatives, District Council Representatives or International Representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct union business, provided he does not interfere with the procedures, work schedules, or employees of the City of Harper Woods.

9. DISCIPLINE AND DISCHARGE.

(a) Discipline.

Disciplinary action or measures shall include only the following:

Oral reprimand.

Written reprimand.

Suspension (Notice to be given in writing).

Discharge.

Demotion.

Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.

All written reprimands will be purged after a period of eighteen (18) months has elapsed.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

(b) Discharge.

The Employer shall not discharge any employee without just cause.

If, in any case, the Employer feels there is just cause for discharge, the employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance, and the matter shall be handled in accordance with the Grievance Procedure.

(c) Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during regular work hours.

10. SENIORITY

(a) A regular full-time employee's seniority shall date from such employee's starting date of full-time employment minus time outside of the bargaining unit.

(b) All employees shall serve a probationary period of 6 months uninterrupted by any type of service break during which time they will be termed "probationary employees".

Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the Union shall have the recourse to the Grievance Procedure over such termination.

After an employee has successfully completed his probationary period of employment, such employee shall become a regular full-time employee.

Employees who worked as full-time employees in this bargaining unit while under the E.E.A. program and either were laid off or continued and then became full-time employees shall be credited the time worked in that program for all purposes of seniority.

(c) The City will furnish the Union with a seniority list once a year. Such list will show name, job title and rate for each employee in the bargaining unit.

(d) An employee's seniority and employment shall terminate if:

- (1) The employee quits.
- (2) The employee is discharged for just cause and the discharge is not reversed through the Grievance Procedure.
- (3) The employee is absent for five (5) consecutive working days without notifying the City except in cases of emergency.
- (4) The employee fails to report for work within five (5) working days after being recalled from lay off by written notice to the last recorded address.
- (5) The employee is laid off for a period of 2 years or more whichever is greater.
- (6) The employee retires from the City of Harper Woods.
- (7) There shall be recourse through Grievance Procedure as to matter of fact.

(e) Officers and Stewards, during their term of office only, shall head the seniority list within the bargaining unit for the purposes of lay off and recall only.

11. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. First, temporary, seasonal and part-time employees will be laid off. Next, probationary employees will be laid off. Finally, seniority employees will be laid off according to seniority in the bargaining unit as defined in Section 10; provided that the remaining work force is capable of performing the requirements of the remaining jobs.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

No overtime work except emergency work shall be offered by the Employer when layoffs exist.

12. RECALL PROCEDURE

(a) When the working force is increased after layoff, employees will be recalled according to seniority, as defined in Section 10, the most senior being the first recalled. Notice of recall shall be sent to the employee at his last known address by registered or certified mail.

(b) If an employee fails to report for work within ten (10) days from date of mailing of the notice of recall, he shall forfeit his seniority. An employee who fails to keep the City advised of a current address shall, likewise, forfeit all seniority. In proper cases, if mutually agreed between Union and Employer, exceptions can be made.

13. SUPPLEMENTAL AGREEMENTS.

All supplemental agreements to this Agreement shall be subject to the approval of the Union. They shall be approved or rejected within a period of thirty (30) days. If neither approved or rejected by the Local Union within the time herein set forth, the supplemental agreement shall be deemed to have been approved.

14. LEAVES OF ABSENCE

(a) Defined.

A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay and without benefits. All leaves shall be granted, denied or extended at the exclusive and sole discretion of the City upon written request to the Department Head for such leave from an employee who shall state the reason for such leave in his/her application. The determination of whether or not to grant a personal leave of absence shall be based on the nature

of the request in each instance and the operational needs of the Department. All leaves and any extensions thereto must be approved by the City Manager.

(b) Eligibility.

Only a permanent full time employee who has passed the probationary period is eligible for consideration of a leave of absence.

(c) Maximum Duration and Number.

Unless otherwise expressed herein, no leave shall be extended more than twice for a maximum duration of ninety (90) days. No more than one leave, including any extensions thereto, shall be granted an employee within a two (2) year period.

(d) Request for Leaves.

Requests for leaves shall be submitted in writing to the Department Head. Said requests shall state the specific reason for the request, the exact date on which the leave will begin and the exact date on which the employee will return to work.

(e) Falsifying Reasons.

If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated. There shall be recourse through the Grievance Procedure as to matters of fact.

(f) Return from Leave.

An employee on an authorized leave of absence shall return to work

within five (5) working days. Failure to do so shall be cause for termination in the sole discretion of the City.

(g) Other Employment While On Leave.

It is expressly understood that a leave of absence will not be granted to allow an employee to accept employment, on a trial of other basis, elsewhere. Further, employees shall not accept employment elsewhere while on a leave of absence. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the City. There shall be recourse through the Grievance Procedure as to matters of fact.

(h) Leave for Extended Illness.

If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted upon written request a leave of absence without pay up to one (1) year maximum, provided above provisions regarding leaves are adhered to. The City reserves the right to require authorization in writing from a licensed physician of such illness, prior to granting a leave of absence for extended illness.

(i) Leave for Illness in Family.

If a permanent employee has a serious and prolonged illness in his immediate family defined as only the spouse and children of the employee, said employee will be granted upon written request a leave of absence without pay or benefits up to one (1) year maximum provided above provisions regarding leaves are adhered to.

(j) Leave for Union Business.

Members of the bargaining unit selected to attend Union conferences or conventions will be allowed, upon thirty (30) days prior written notice to the City, to participate, without pay by the City; provided such can be arranged without undue disruption to the City's work schedule and provided that no more than two (2) such bargaining unit members shall be permitted to attend at any one time and for no longer than five (5) working days and, provided further that the City shall not be obligated to honor more than two (2) such requests in any one (1) calendar year.

(k) Funeral Leave.

When death occurs in an employee's immediate family defined as spouse, parent, parent of a current spouse, child, brother, sister, the employee, on request will be excused from work for any of the first three (3) normally scheduled working days immediately following the death.

In the event of serious illness defined as life or near life threatening of any of the above immediate family members, an employee may request permission to use up to three (3) days of sick leave to attend the relative.

When death occurs in an employee's family consisting of a brother or sister of a current spouse, step brother or sister step child, grandparent or grandchild, the employee on request, will be excused from work for any of the first two (2) normally scheduled working days immediately following the death.

For other family members such as aunts, uncles, nieces and nephews, when death occurs, the employee will be granted one (1) day to attend the funeral.

An employee excused from work under this Section shall receive pay at straight time hourly rate exclusive of any shift or other premiums.

(1) Jury Duty.

Leave shall be granted for jury duty and the City will pay the difference between the employee's regular pay and the pay received for jury duty.

(m) An employee granted an extended leave of absence shall be returned to work at the same classification and job and at the prevailing rate of pay. In the event the classification and job no longer exist, the employee will be placed on a job with a rate comparable to the former classification and job.

(n) The City agrees to abide by the Selective Service Act and its judicial interpretations with respect to leave of absence due to military service.

15. SICK TIME.

Non-Occupational Sick Leave.

The payment of compensation to employees who are absent from work because of non-occupational illness or injury or exposure to contagious disease or severe emotional shock shall be subject to the following provisions:

(a) An employee shall accrue paid sick leave entitlement at the rate of eight (8) hours per month, with maximum allowable accumulation of 2000 hours.

(b) The employees shall give to the Department Head notification of absence on the first day of absence. If such notification is not made, the Department Head may, at his discretion, credit the absence as unauthorized and without pay.

(c) Physician's certificate may be required by the Department Head for any absences over five (5) consecutive working days.

(d) An employee who uses more than twenty-four (24) hours in any one (1) month may be required to take a physical examination to determine if such employee is judged medically competent to perform his work by the city's physician at no cost to the employee. The employee, however, reserves the right to appeal the city physician's decision by obtaining a statement from his own physician at no cost to the City. If the decision of the two (2) physicians are in conflict, a mutually agreed upon physician shall be employed. Both parties agree to abide by the decision of the third physician.

(e) An employee whose services are terminated for reasons other than death or retirement shall be compensated for unused sick leave credit in the amount of 25% after five years service and 50% after ten years service. An employee whose services are terminated by reason of death or retirement shall be compensated for unused sick leave credit in the amount of 65% of the unused sick leave days.

16. REST PERIODS.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible and at a location to be determined by the employees' Department Head.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift, said rest period to be in lieu of normal clean-up time. In addition, they shall be granted the regular rest periods that occur during the shift.

17. REPORTING TIME.

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least two (2) hours work on the job for which he was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid, at his regular rate, for two (2) hours, whichever is applicable.

When an employee reports for and starts to work as scheduled, and is excused from duty before completing four (4) hours work, the employee shall be paid, at his regular rate, for four (4) hours work at the appropriate rate - straight time or overtime - whichever is applicable.

18. STARTING TIME.

The City of Harper Woods agrees that the starting time of the employees may be changed by mutual consent of the Union and the Employer.

19. CALL TIME.

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate prescribed by this Contract. However, the minimum requirement is waived when the employee continues working after his regular shift.

20. HOURS OF WORK.

(a) Regular Hours: The regular hours of work each day shall be consecutive except for coffee breaks and an unpaid meal period of one-half hour shall be granted as near 11:00 A.M. as practicable.

(b) Works Days: Eight (8) consecutive hours beginning at 7:00 A.M. and ending at 3:30 P.M. within a twenty-four hour period beginning at midnight shall constitute the regular work days, Monday through Friday.

(c) Classification: Any employee who works in a higher classification than his normal job, shall be paid at the rate of the higher classification. An employee shall be paid his regular rate for performance of work in a lower classification. The rate of pay for workers for set up or repair of voting machines shall be the same as that for mechanic.

(d) Work Shift: Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

21. OVERTIME.

(a) Rate of Pay

Time and one-half the employee's regular hourly rate of pay shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours:

(1) Daily - all work performed in excess of eight (8) hours in any work day, or performed before or after any scheduled work shift

(2) Weekly - all work performed in excess of forty (40) hours in any week.

Provided, however, no overtime rates shall be earned until sufficient time has been worked to make up for unpaid, unexcused time having occurred within that week.

*a. Any employee who works sixteen (16) or more hours within a continuous twenty-four (24) hour period commencing with the starting time of the employee's shift will, whenever possible, be released for a eight (8) hour period before he is required to report to work for his next normal work day.

* An employee may be covered by par. 2(a) or 2 (b), but not both.

If all or any part of such eight hour period coincides with the employee's next normal work day, he shall suffer no loss of straight time pay he would normally earn during such period unless he fails to report for work if scheduled at the end of the eight hour rest period.

In the event an emergency requires that the employee work during the eight hour rest period and he is able to work, he shall be paid at the rate of double time in lieu of time and one-half or straight time, whichever would be due under the other conditions of this agreement.

*b. However, any employee who works between the hours of 11:00 P.M. and 5:00 A.M. may have the option of using vacation hours, sick leave hours, or unpaid time off equal to the time worked as a rest period either at the beginning or the end of the shift immediately after the time worked.

(b) Saturday Work.

All work performed on the sixth (6th) day shall be paid at the rate of time and one-half the employee's regular hourly rate of pay.

(c) Sunday Work.

Double time shall be paid on the seventh (7th) day and holidays.

* An employee may be covered by par. 2(a) or 2(b), but not both.

(d) The Employer will endeavor to divide overtime equally among the employees when the employees are qualified to perform the work. A procedure for calling employees may be mutually agreed upon by the Employer and the Union.

(e) Examples: The following examples are to be considered binding interpretations of Section 21 of this contract:

Example #1:

An employee works a regular shift from 7:00 A.M. to 3:30 P.M. The employee is called in for overtime at 11:00 P.M. and works until 7:00 A.M. the next day:

The employee is entitled to eight hours overtime at time and a half and eight hours paid rest period at straight time beginning at 7:00 A.M.

Example #2:

Same facts as #1 except the employee reports for work at 7:00 A.M. the second day:

The employee is paid double time for eight hours if he works the entire shift.

Example #3:

An employee works a regular shift and then works overtime from 3:30 P.M. to 2:00 A.M. The employee reports for work at 7:00 A.M. for his next regular shift:

- 3:30 P.M. to 11:30 P.M. - 8 hours at time and a half
- 11:30 P.M. to 2:00 A.M. - 2-1/2 hours double time (working during rest period)
- 7:00 A.M. to 7:30 A.M. - 1/2 hour double time (balance of 1/2 hour from 8 hour rest period)
- 7:30 A.M. to 3:30 P.M. - 7-1/2 hours straight time (normal working day)

Example #4:

An employee works a regular shift, then works overtime from 9:00 P.M. until 5:00 A.M.:

9:00 P.M. to 5:00 A.M. - 8 hours at time and a half

7:00 A.M. to 1:30 P.M. - (paid rest period) 6 hours straight time (includes half hour unpaid lunch)

After 1:30 P.M. - 3:30 P.M. - Employee reports to work at straight time

Example #5:

Same facts as #4 only the employee reports for work at 7:00 A.M.:

The employee is entitled to 6 double time hours from 7:00 A.M. to 1:30 P.M. and a half hour unpaid lunch.

1:30 P.M. to 3:30 P.M. employee reports to work for 2 hours straight time.

Example #6:

An employee works a regular shift, works 3:30 P.M. to 11:30 P.M., then reports for work at 7:00 A.M.:

3:30 P.M. to 11:30 P.M. - 8 hours at time and a half

7:00 A.M. to 7:30 A.M. - half hour double time

After 7:30 A.M. - straight time

Example #7:

Employee works 16 or more hours between 7:00 A.M., Sunday and ending at 7:00 A.M. Monday:

Employee is paid double time for any hours worked from 7:00 P.M. Sunday to midnight, and time and one half for any hours worked between midnight Sunday and 7:00 A.M. Monday.

Employee is entitled to 8 hours paid rest, starting 7:00 A.M. Monday.

Example #8:

Employee works from 7:00 P.M. Sunday to 7:00 A.M. Monday and then reports for work on Monday at 7:00 A.M.:

7:00 P.M. Sunday to Midnight - 5 hours at double time

Midnight Sunday to 7:00 A.M. Monday - 7 hours at time and a half

7:00 A.M. to 11:00 A.M. - 4 hours at straight time

11:00 A.M. to 11:30 A.M. - a half hour unpaid lunch

11:30 A.M. to 3:30 P.M. - 4 hours double time (paid rest)

22. MEET AND CONFER ON OVERTIME LANGUAGE.

The parties agree to meet and confer during the term of this Agreement in an effort to clarify the above overtime language.

23. HOLIDAYS.

(a) The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
New Year's Eve	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving Day
Lincoln's Birthday	Labor Day
Memorial Day	Christmas Day
Independence Day	Christmas Eve
	Employee's Birthday

(b) Eligible employees shall receive one day's pay for each of the holidays listed above on which they do not perform any work. Whenever the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as a holiday. Whenever any of the holidays shall fall on Sunday, the following Monday shall be observed as a holiday. Holidays changed by the federal or state governments shall be adjusted accordingly.

(c) Eligibility Requirements:

Employees shall be eligible for holiday pay under the following conditions:

- (1) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, and
- (2) The employee worked his last scheduled work day prior to the holiday, and first scheduled work day after the holiday, unless he is excused by the Employer. The Employer agrees to excuse an employee who is ill and presents a doctor's certificate.
- (3) If a holiday is observed on an employee's scheduled day off or vacation, he shall be paid for the unworked holiday.

(4) Employees who have established seniority, but who are on inactive status due to sick leave that commenced within thirty (30) work days prior to the week in which the holiday occurs, shall receive pay for such holiday.

(d) Holiday Pay.

(1) Eligible employees who perform no work on a holiday shall be paid eight (8) times their currently hourly rate of pay unless their regular work day is more or less than eight (8) hours.

(2) Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their currently hourly rate of pay times the number of hours in their regular work day.

24. PERSONAL BUSINESS DAYS.

Employees shall be granted three (3) Personal Business Days per year with prior arrangement with the Department Head except in cases of emergency. A bonus of one personal day (or paid equivalent) shall be awarded to employees who do not use any sick leave within one calendar year.

25. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK.

(a) During the term of this Agreement, the Employer agrees not to contract or subcontract any public work when there is sufficient personnel and equipment available in the Public Works Department or Recreation Department to perform that work in the time required,

or if it will cause the layoff of any employee.

(b) Part-Time Help is limited to the following:

1. 1000 hours maximum in a calendar year.
2. Work performed by Part-Time Help:
 - a. Painting
 - b. Grass Cutting
 - c. Window Washing
 - d. Special Pickup Week Only
 - e. Cleaning Equipment
 - f. Washing and Waxing Floors
 - g. If a part-time man is placed in the position of a maintenance man after the maintenance man is absent one day, he shall be paid the rate of pay of a maintenance man, excluding the items mentioned above.

26. VACATION

(a) An employee's vacation shall be computed in accordance with the following schedule:

After One Year of Service	- Ten Work Days
After Five Years of Service	- Fifteen Work Days
After Twelve Years of Service	- Twenty Work Days
After Fifteen Years of Service	- Twenty-Five Work Days

Vacation is earned in the year prior to being credited to the employee's leave account.

All service time for vacation must be as a permanent, full-time employee with continuous service. By mutual agreement, the additional week in an anniversary year may be granted prior to the anniversary date.

(b) Vacation may be taken at any time within the calendar year, mutually agreeable to the Employer and the employee. Normally, vacation is to be taken in periods of at least a week at a time, however, where special circumstances indicate lesser vacation periods, vacations may be granted in smaller amounts with proper notification by the employee. In the case of more than one request, the senior employee will be given preference. In no case shall an employee be allowed to carry an accumulation of more than 200 hours of vacation from one year to the next.

(c) In order to establish advance planning for vacations and to give everyone the opportunity to schedule their vacations, the Superintendent of Public Works will call for all known vacation requests prior to March 1 of each year. He will authorize those vacations requested in order of seniority, generally limiting absentees on vacation to any three men at one time during June, July, August and September. At other times of the year, he may make a greater allowance according to work schedules, etc.

(d) When a holiday falls within the vacation period, the vacation will be extended one (1) day continuous of the vacation, or may be taken at another time mutually agreeable to the Employer and the employee.

27. PAY ADVANCE.

Any employee wishing vacation pay in advance shall:

(a) Obtain a special request form from his Department Head or Paymaster's Office.

(b) Fill out and turn in to the Paymaster at least one week before the preceding regular payday.

Example: An employee is taking his vacation from June 20th through July 1st. He wishes his vacation pay in advance.

The last regular payday before he leaves is June 17th. Therefore, he must turn in his "request form" by June 10th.

28. UNIFORMS AND PROTECTIVE CLOTHING.

(a) If an employee is required to wear a uniform, protective clothing or any protective device, as a condition of employment, it shall be furnished to the employee by the Employer. Included are one pair of all-weather boots and one all-weather jacket which will be replaced as needed. The cost of maintaining the uniforms or protective clothing in the proper working conditions, including tailoring, dry cleaning, and laundering, shall be paid by the Employer. The City and Union will mutually agree on a winter jacket and boots that has been inspected by the Negotiating Teams.

In August of each year, the employees will turn in their boots and jackets for examination. If either of these items need replacement, they will be ordered and replaced prior to November 1st.

(b) A steel toe work shoe allowance of \$55 will be paid prior to January 15th of each year.

(c) The Union shall be notified, in writing, of the expiration date of any uniform contract with an outside vendor. The Union may request a special conference under Section 6 of this Agreement to discuss the uniform contract, provided a written request is received by the Employer at least ten (10) days before a contract is awarded or extended.

29. UNION BULLETIN BOARDS.

(a) The Employer will provide bulletin boards in each garage which may be used by the Union for posting notices of the following:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

30. INSURANCE

(a) Group Medical Insurance.

For any employee covered by this Agreement and his dependents, and for all retirees from the City's service who were members of this Local at the time of retirement from the City, the City will pay, during the term of this Agreement, the full cost of Blue Cross Comprehensive Hospital, Semi-Private, Service with Riders D, D45NM, MM, ML and Two (\$2.00) Dollar Prescription Drug Program Rider and of

Blue Shield MVF-1 Service. The City agrees to pay the premium of the retirees for the Blue Cross-Blue Shield plan and to provide coverage for the employee's spouse unless such insurance is provided by any other employer of the retiree or spouse. Widows of deceased retirees shall receive complete coverage under this Section as long as they receive City pension benefits under a chosen (Option) plan of the Pension and Retirement Act.

Retirees and widows of retirees are required under this Section to apply for Medicare, if and when eligible.

An employee will have the option of choosing the Group Health Plan of Southeast Michigan in lieu of Blue Cross-Blue Shield if he chooses, in which case the City will pay the full cost of the plan.

In the event an employee is disabled, the City will continue to pay the premium for health care insurance for a period not to exceed nine (9) months.

Further, the Eye Care Plan now in effect shall be continued.

b) Group Dental Insurance.

Beginning January 1, 1977, for any employee covered by this Agreement and his dependents, the City will pay, during the remainder of the term of this Agreement, the full cost of the Delta Dental Plan of Michigan Class II Benefits 60/40 co-pay plan.

(c) Group Life Insurance.

A life insurance policy shall be maintained by the City for each employee in the amount of \$18,000 with double indemnity for accidental death.

(d) The City shall pay the full cost of a \$1,000.00 life insurance policy for all retirees.

(e) Regardless of anything in subsections (a), (b), (c) and (d) above, the City shall have the right to change insurance carriers whenever it is advantageous to do so. No employee shall lose any benefits guaranteed by this section if the City elects to change carriers. The City agrees that any alternative insurance shall provide equivalent benefits to those guaranteed in this Section.

"Equivalent benefits" means:

(i) The employee can secure services from medical providers without prepayment by the employee to the same extent as with the current insurance;

(ii) The company does business nationally, and the coverage is recognized by medical providers out of state; and

(iii) Coverages, deductibles and exclusions are substantially similar to the current insurance;

(iv) An HMO will not be considered equivalent insurance.

Any change in insurance carrier shall involve all bargaining units of the City.

The Union shall be entitled to sixty (60) days written notice before any binding commitment to change insurance carriers becomes effective. The Union may call for a special conference under Section 6 of this Agreement to discuss the proposed change.

The identity of the insurance carrier shall not be the proper subject of a grievance.

31. WORKMEN'S COMPENSATION.

(a) Workmen's Compensation Insurance shall be maintained by the City with benefits for employees who are absent from work because of injury or illness arising out of employment in the City's services and shall be subject to the following provisions. An employee who suffers an illness or injury arising out of and in the course of employment, and who is thereby caused to be unable to work, will receive his regular pay for the first thirty (30) calendar days that he is off duty and in sick leave status and no charge will be made against his sick leave during that period.

(b) After the 30 day grace period, the City will deduct sick time at the rate of one-third day for each day off the job due to a duty-connected injury or disability while on Workmen's Compensation. The City guarantees a minimum of twelve (12) weeks' pay while on Workmen's Compensation from the City regardless of the amount of sick leave benefits accumulated.

(c) The City may require periodic written medical testimony supporting the claim of continued incapacity as a condition precedent to approval of sick leave.

32. RETIREMENT PLAN.

A Retirement Plan as provided by the City of Harper Woods Charter shall be maintained by the Employer.

Definition: Gross salary means straight time and overtime wages, longevity and COLA, if it shall ever be reinstated. Lump sum payouts for accumulated sick and vacation days and all other forms of compensation are excluded.

The straight life pension provisions heretofore set forth in Section 2-816 (a) and (b) of the 1962 Code of Ordinances for the City of Harper Woods shall be replaced with the following provisions:

Section 2-816, Straight Life Pension . . . Upon his retirement as provided in this ordinance, a member shall receive a straight life pension hereinafter provided in this section, and he shall have the right to elect an option provided for in Section 2-818 hereof . . . (a) Upon a member's retirement, his pension payable shall be equal to the number of years, and fraction of a year of his credited service multiplied by 2% of his final average gross salary. Final average gross salary means the average of the highest annual gross salaries paid a member during any period of five consecutive years of credited service contained within his ten years of credited service immediately preceding termination of his contributions to the retirement system. In the event he has less than five years of credited service, his final average gross salary shall be the average of his annual

gross salary during his total years of credited service. A member's contributions to the retirement system shall be the sum of three percent of his annual base salary. Subsection (b) of Section 2-816 is deleted and Subsection (c) of Section 2-816 shall remain the same.

33. LONGEVITY.

Longevity pay shall be based on time in service (continuous full-time employment) and not on time in rank. Longevity increments shall be paid in annual installments, on or about December 15th. Each employee shall be provided with a longevity program as follows:

- 2% of base rate from end of fourth year to end of ninth year.
- 3% of base rate from end of ninth year to end of fourteenth year.
- 4% of base rate from end of fourteenth year to end of nineteenth year.
- 5% of base rate from end of nineteenth year to end of twenty-fourth year.
- 6% of base rate from end of twenty-fourth year to end of twenty-ninth year.
- 7% of base rate from end of twenty-ninth year to retirement.

34. TRAINING & EDUCATION.

In the event the City sends a bargaining unit member to attend an educational or training course during regular working hours, the cost of such training will be paid for by the City, and the employee will be paid for those hours lost from his regular job. Training costs shall include tuition and books.

If the training course is during non-working hours, the employee will be allowed equivalent "time-off" during regular working hours to compensate for the time in training so that time on his regular job plus training time is equivalent to a regular work week.

Upon approval of the City Manager, the City will reimburse employees for cost of tuition and books upon successful completion of job related courses taken at the employee's own initiative.

35. RATES OF PAY

(a) *** EMPLOYEES HIRED PRIOR TO JANUARY 1, 1986 ***

	EFFECTIVE 1-1-86		
	<u>6-12 Mos. Service</u>	<u>12-24 Mos. Service</u>	<u>More Than 24 Mos. Service</u>
Meter Reader	-	-	10.67
Maintenance Worker	9.05	10.25	11.45
Crew Leader	-	-	12.41
Mechanic	-	-	12.65

	EFFECTIVE 7-1-86		
Meter Reader	-	-	11.01
Maintenance Worker	-	10.58	11.82
Crew Leader	-	-	12.80
Mechanic	-	-	13.03

(REOPENER FOR 1-1-87)

*** EMPLOYEES HIRED AFTER JANUARY 1, 1986 ***

	Start	After 6 Mos. (\$.50 inc.)	After 1 Yr. (\$.50 inc.)	After 2 Yrs. (\$1 inc.)	After 3 Yrs. (\$1 inc.)	Base Wage After 4 Yrs. (\$.65 inc.)
Meter Reader	\$7.36	\$7.86	\$ 8.36	\$ 9.36	\$10.36	\$11.01
Maintenance Worker	8.17	8.67	9.17	10.17	11.17	11.82
Crew Leader	9.15	9.65	10.15	11.15	12.15	12.80
Mechanic	9.38	9.88	10.38	11.38	12.38	13.03

Employees promoted to a higher classification will be paid at the step of the new classification that is next higher than their present pay rate. They will remain in that step during their probation period and upon successfully completing the probationary period will be promoted to the top step.

(b) Job Bidding

The Employer agrees that should a job within the bargaining unit become vacant, that the employees who in the mutual opinion of the Union and the Employer are qualified for the job may bid for the job on the basis of seniority. This applies for jobs within the same classification in the department.

Nothing in this Section shall prevent the Department Head from rotating jobs among the employees to provide the continued maintenance of job skills and familiarity with equipment.

(c) The City and the Union will share equally the cost for the following insurance for all members after ninety (90) days service:

Accident Insurance - Thirty (30) day waiting period, life time payments at 65% of normal pay.

Illness Insurance - Thirty (30) day waiting period, five (5) years at 65% of normal pay.

Selection of the insurance carrier will be made jointly by the Union and the City. The parties agree to meet and confer to review alternatives to the current carrier.

(d) Shift Differential.

The Employer and the Union agree that if there is a 2nd and 3rd shift, they agree to negotiate a shift differential within ten (10) days after beginning such shift.

(e) Compensatory Time.

Recognizing that the Fair Labor Standards Act prohibits granting compensatory time in lieu of payment of overtime wages, no compensatory time will be granted under this contract, except in the event the Fair Labor Standards Act is amended to permit compensatory time in lieu of wages.

36. MANAGEMENT RIGHTS

The City of Harper Woods, on its own behalf and that of its electors, hereby retains and reserves unto itself, 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 and of the United States, the City Charter, the City Code of Ordinances and any modifications made thereto and any resolution or policies passed by elected or appointed officials, providing none of the above conflicts with other provisions of this contract.

All rights which are ordinarily vested in and exercised by employers except those that are specifically relinquished herein are reserved to and remain vested in the City including but not limited to the right:

(a) To manage its affairs efficiently, including the determination of quantity and quality of services to be rendered, the control of materials and equipment to be used and the discontinuance of any service, material or methods of operation;

(b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological

changes, decide on materials, supplies, equipment and tools to be purchased; (In the event of technological changes the employees will be given the opportunity for training.)

(c) To purchase any or all work, processes or services, or the construction of facilities or improvements thereto; (provided the present employees are protected.)

(d) To determine the number, location and type of facilities and installations;

(e) To determine the size of the work force and increase or decrease its size;

(f) To hire, assign, and lay off employees;

(g) To direct the work force, assign work, and determine the number of employees assigned to operations;

(h) To establish, change, combine, or discontinue job classifications subject to negotiations, and assign job duties, content and clarification and to establish wage rates for any new or changed classification such wage rate establishment subject to the terms contained herein;

(i) To establish work schedules;

(j) To discipline and discharge employees for just cause;

(k) To adopt, revise and enforce work rules;

(l) To transfer, promote and demote for cause employees;

It is understood and agreed that none of the foregoing rights will be exercised in a manner which is inconsistent with the provisions of this Agreement.

37. NO STRIKE CLAUSE.

Both the City and the Union agree to abide by the law in regard to strikes and lockouts.

38. WAIVER.

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

39. REFUSE DEPARTMENT

The City agrees to re-open contract negotiations with regard to rates of pay, hours and conditions of employment for a Refuse Collection Department, should same be established by the City. This does not include the re-opening of the contract affecting present personnel. If a Refuse Collection Department is established by the City, the City shall have the right to establish rate of pay, hours and conditions of employment for a period not to exceed sixty (60) days. During this period of sixty (60) days, the City and the Union shall bargain as stated above. If no agreements have been reached at the end of sixty (60) days, the matter may be subject to mediation.

40. MISCELLANEOUS.

(a) Department Heads shall not, except in emergencies, perform duties regularly performed and/or assigned to the Maintenance Crew.

(b) Jury Duty: See Section 14 (1).

(c) The City will pay the difference between the regular driver's license and a chauffeur's license upon renewal by employee.

(d) The City will pay the difference between normal pay and pay earned while serving on reserve duty only where required to meet minimum military requirements.

(e) The Employer will endeavor to update the Personnel Rules as soon as possible.

(f) If there is any change in the residency requirement granted to any other bargaining unit, the City will agree to reopen this contract for the sole purpose of discussing the residency issue.

(g) During the life of this contract, the Union may propose to the City a different carrier for sickness and accident insurance. If better benefits will be provided at no additional cost to the City, the City agrees to change insurance carriers. In determining whether there is no additional cost to the City, the City may take into consideration administrative costs and other indirect costs which can be documented with a reasonable degree of accuracy.

41. RATIFICATION.

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification as soon as possible after receiving final copies of the Agreement, and the International Union and its Local Union will recommend to the employees that it be ratified.

42. TERMINATION.

The Agreement shall be effective January 1, 1986, and shall continue in full force and effect until December 31, 1987.

(a) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subse-

sequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has not been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(b) Notice of a desire to modify or change this Agreement shall be so indicated in writing and forwarded by certified mail to, if in care of the Union, 24611 Greenfield, Southfield, Michigan 48075, or, in care of the City, to 19617 Harper Avenue, Harper Woods, Michigan 48225, or to any other address the Union or the City may make available to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives, the day and year first above written:

FOR THE CITY OF HARPER WOODS

FOR LOCAL UNION NO. 1107,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
METROPOLITAN COUNCIL NO. 23 AFL-CIO

BY: James R. Haley
JAMES R. HALEY, MAYOR

BY: Lloyd Keuning
LLOYD KEUNING, LOCAL PRESIDENT

Mickey D. Todd
MICKEY D. TODD, CITY CLERK

James Apostolos
JAMES APOSTOLOS, LOCAL SECY-TREAS.

JAMES NEBLETT, COUNCIL REPRESENTATIVE

APPROVED AS TO CONTENT:

James E. Leidlein
JAMES E. LEIDLIN, CITY MANAGER

APPROVED AS TO FORM:

J. Russell La Barge 2
J. RUSSELL LA BARGE, CITY ATTORNEY