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AGREEMENT

Between

THE CITY OF ALLEN PARK

and

**INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF
STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AND COUNCIL 25,
and as AFFILIATE LOCAL 1171**

JULY 1, 1993 - JUNE 30, 1996

Allen Park, City of

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>	
ARTICLE I	RECOGNITION	1
ARTICLE II	WAIVER	2
ARTICLE III	AID TO OTHER UNIONS	3
ARTICLE IV	UNION MEMBERSHIP	3
ARTICLE V	UNION DUES AND INITIATION FEES	3
ARTICLE VI	AGENCY SHOP - PAY DEDUCTIONS	5
ARTICLE VII	REPRESENTATION	6
ARTICLE VIII	STEWARDS	6
ARTICLE IX	SPECIAL CONFERENCES	7
ARTICLE X	GRIEVANCE PROCEDURE	7
ARTICLE XI	DISCHARGE AND DISCIPLINE	9
ARTICLE XII	SENIORITY	10
ARTICLE XIII	SENIORITY LISTS	10
ARTICLE XIV	LOSS OF SENIORITY	11
ARTICLE XV	SENIORITY OF STEWARDS	11
ARTICLE XVI	SENIORITY OF OFFICERS	11
ARTICLE XVII	SUPPLEMENTAL AGREEMENTS	12
ARTICLE XVIII	LAYOFF DEFINED	12
ARTICLE XIX	RECALL PROCEDURE	12
ARTICLE XX	TRANSFERS	12
ARTICLE XXI	PROMOTIONS	13
ARTICLE XXII	VETERANS	14
ARTICLE XXIII	VETERANS LAW	14
ARTICLE XXIV	RESERVE OR NATIONAL GUARD LEAVE OF ABSENCE	14
ARTICLE XXV	LEAVE WITHOUT PAY	14
ARTICLE XXVI	LEAVE FOR UNION BUSINESS	17
ARTICLE XXVII	OVERTIME	17
ARTICLE XXVIII	RESPONSIBILITY OF THE CITY	18
ARTICLE XXIX	GENERAL PROVISIONS	19
APPENDIX A	HOLIDAYS	21
APPENDIX B	VACATIONS	22
APPENDIX C	PERSONAL BUSINESS DAYS	23
APPENDIX D	SICK LEAVE/BEREAVEMENT TIME	24
APPENDIX E	LONGEVITY PAY	26
APPENDIX F	LIFE INSURANCE	27
APPENDIX G	HEALTH INSURANCE	27
APPENDIX H	JURY DUTY	28
APPENDIX I	DISABILITY	29
APPENDIX J	EMPLOYEE'S RECORDS	29

TABLE OF CONTENTS

APPENDIX K	TIME CARDS	29
APPENDIX L	GENERAL PROVISIONS	30
APPENDIX M	REST PERIODS	31
APPENDIX N	SALARY SCHEDULE	31
APPENDIX O	CONFLICT WITH CIVIL SERVICE RULES AND REGULATIONS	36
APPENDIX P	PENSION	37
APPENDIX Q	RESIDENCY	38
	DURATION	38
	SERVICE & MAINTENANCE CLASSIFICATIONS	39
	LETTER OF UNDERSTANDING - OFFICE UNIT OVERTIME	40
	LETTER OF UNDERSTANDING - ARTICLE XXI PROMOTIONS	41
	LETTER OF UNDERSTANDING - WHITE STREET PARKING	42
	LETTER OF UNDERSTANDING - 7/1/95-6/30/96 NEGOTIATIONS	43
	INDEX	44

AGREEMENT
Between
THE CITY OF ALLEN PARK
and
INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AND COUNCIL 25,
AND AS AFFILIATE LOCAL 1171

The City of Allen Park, Michigan. hereinafter designated as the "City" or "Employer" and the International Union of the American Federation of State, County, and Municipal Employees and Council 25, and as Affiliate Local 1171. hereinafter designated as the "Union" hereby agree as follows:

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of this Employer and 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 Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE I
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union 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 Employer included in the bargaining units described below.

Section A - Employees Covered. Office (including all clerical positions) unit, Water (maintenance and meter readers and basin unit) unit, Department of Public Services (including streets, tree trimmers, park maintenance, etc.) unit, Building Maintenance (including City Hall, Arena, and other buildings) unit, Garage (including welding shop) unit, Ordinance Warden, excluding Police Officers, Fire Fighters, all Foreman, and Supervisory Employees as defined in the Act.

Section B - Exclusions. The following exclusions shall be recognized.

1. Department of Parks and Recreation Employees assigned to programs. No section of this contract shall cause a reduction in the number of positions in the Parks and Recreation Department.

2. Temporary Employees who are employed to fill position of regular Union and nonunion Employees who are on vacation, sick leave, or other reasons which cause them to be absent from regular work schedule and/or those who are listed under the Allen Park Civil Service Commission Rules and Regulations.

3. Seasonal Employees who are employed to perform a seasonal function such as summer maintenance in D.P.S., Parks and Recreation Dept., etc., and/or tax collection activities, election procedures, etc., and/or other seasonal functions such as the Civic Arena.

Seasonal Employees perform duties and responsibilities of such nature that they are discontinued and the position is left vacant during a part of the year. Usually the vacancy occurs during the same period of each year. Seasonal Employees shall not work overtime that is normally performed by Regular Employees unless no Regular Employee accepts such overtime.

4. Part-Time Employees who are employed to perform functions which require less than 30 hours per work week.

5. All the above Employees shall work less than a 30-hour work week or those working over 30 hours per week shall not work more than 26 weeks per calendar year.

6. The City will not employ any Seasonal Employees who perform maintenance or clerical work except an individual for elections and an individual for tax collections if the number of Employees in the bargaining unit is reduced below fifty-five (55) as a result of a layoff or other City initiated reduction in staff levels. In cases of terminations, retirements or other employee initiated separations, the City will have ninety (90) days from the time of the opening to fill the vacancy (if the number of employees drops below fifty-five (55)) before any seasonal employees are prevented from performing clerical or maintenance work. Should the City feel it necessary, due to economic conditions, to reduce the number of Bargaining Unit Employees below fifty (50), then, in that case, the parties shall meet and confer in an attempt to resolve the situation.

7. Each Department will submit with each payroll sheet, daily hours worked, Part-Time/Seasonal status and time cards.

ARTICLE II **WAIVER**

The City and the Union acknowledge that during the negotiating which resulted in this Agreement, that either party had the right to bring up any subject not excluded by law for negotiation. The City and the Union, therefore, for the life of this Agreement waive the right to negotiate any subject not contained in this Agreement.

ARTICLE III
AID TO OTHER UNIONS

The Employer 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.

ARTICLE IV
UNION MEMBERSHIP

The Employer recognizes the right of Employees to belong to the Union and shall recognize all Employees as members of the Union who are such members at the date of this Agreement or those who subsequently become Employees in any of the job categories covered by this Agreement.

ARTICLE V
UNION DUES AND INITIATION FEES

Section A - Payment to Union. Employees shall tender the initiation fee directly to the Union Treasurer. Payment of membership dues shall be made by signing an Authorization for Payroll Deduction form.

During the life of this Agreement and to the extent of 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 an "Authorization for Check-off of Dues" form.

Section 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 this Agreement. The Employer shall have no responsibility for the collection of the initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

Section 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.

Section D - When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off Dues forms shall become effective fifteen (15) working days after tendering of the application to the Employer and shall be deducted proportionately from each pay thereafter.

Section E - Delivery of Additional Check-off Forms. The Union will provide to the Employer any additional Authorization for Check-off of Dues forms under which Union Membership Dues are to be deducted.

Section F - 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 provision of the Union Constitution and By-Laws, refunds to the Employee will be made by the Local Union.

Section G- 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 tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Local Union, 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.

Section H - Termination of Check-off. An Employee shall cease to be subject to Check-off deduction beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will 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 Dues Check-off deduction only during the thirty (30) day period prior to the expiration date of this Contract by written notice to the Employer and the Union.

Section I - 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 such 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, and other forms of liability by reason of action taken by the Employer for the purpose of complying with Section C and D of this Agreement.

Section J - List of Member Paying Dues Directly. The Local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the Local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

Section K - Disputes Concerning Membership. Any dispute arising as to an Employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved, shall be referred to the grievance procedure. However, the Employee may be retained at work while the dispute is being resolved.

ARTICLE VI
AGENCY SHOP - PAY DEDUCTIONS

Section A. All Employees in the bargaining unit shall, on the thirtieth (negotiations) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

1. Become members of the Union; or
2. Pay to the Union an amount of money equal to the Union monthly dues.

Section B. In the event that an Employee covered by Section A above does not join the Union or tender his/her service fee to the Union, either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such Employee shall be terminated within thirty (30) days from the date of request from the Union for termination; provided, the Union has complied with the following:

1. Fulfilled its obligations by sending written notice to the Employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the City.

2. Fulfillment of its responsibility by sending written notice to the Employee (copy to the City) that he/she has not fulfilled his/her obligation by the requisite date and that a request for his/her termination was being made to the City.

3. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the Employee has not complied with his/her obligations; that it is an official request for the Union, and that the "save-harmless" clause shall be put into effect.

Section C. If an Employee has tendered directly to the Union his/her membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the Employee shall not, under any circumstances, risk the loss of job because of lack of good standing in the Union. The Union cannot cause the discharge of an Employee who has resigned from or has been expelled by the Union for any reason other than his/her failure to tender the dues or service charge to the Union, either directly or after revocation of his/her authorization.

Section D. In the event an Employee does not tender his/her payment of dues or service fees directly to the Union, he/she may execute a written authorization to the City for deductions from his/her pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:

1. Union Member: The regular amount of Union dues and fees;
2. Non-Members: The regular and equal amount of Union dues and fees (referred to as "service fees"), excluding fines and assessments.

Section E. If any Court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law; or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Union shall reimburse all Employees who have been required to pay either dues, fees or service fees; provided such Employees must request the Union for reimbursement within thirty (30) days of such Court, agency or legislative action.

ARTICLE VII REPRESENTATION

Number of Representation Units. The number of representation units in the City shall be six (6): D.P.S., Water, Garage, Ordinance Warden, Building Maintenance, and Office unless the number is increased or decreased by mutual agreement between the Employer and the Union. The Employer and the Union may redistrict the units from time to time by mutual agreement.

ARTICLE VIII STEWARDS

Section A. In each unit, Employees in the unit shall be represented by one (1) Steward who shall be a Regular Employee and working in the unit.

Section B. The Stewards, during their working hours, without loss of time or pay may, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having advised their Supervisor of same. The Supervisor will grant permission and provide sufficient time to the Stewards to leave their work during hours without loss of time or pay. This is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section C. Stewards may be elected to a two (2) year term. At election time, a list of Stewards and Officers elected will be submitted to the Mayor's Office, the Personnel Director, the Civil Service Commission, and the Foreman.

Section D. There may be one Chief Steward who may be one of the Stewards elected to represent the various units as set forth in Section A.

ARTICLE IX
SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer, or their designated representatives, upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda in writing of the matters to be taken up at the meeting shall be presented at the time the conference is requested in writing. Matters taken up in special conferences shall be confined to those included in the agenda. 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 Council 25 or a representative of the International Union.

ARTICLE X
GRIEVANCE PROCEDURE

Section A - Time of Filing. Time for filing of a grievance shall be limited to ten (10) calendar days after Employee has knowledge of grievance, but in no event shall the time for filing a grievance exceed thirty (30) days after the grievance occurs.

Section B - Presenting a Grievance. Any Employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

Step 1:

- a) If an Employee feels he/she has a grievance, he/she shall discuss the grievance with the Steward of the unit. Total time shall not exceed one-half hour per day.
- b) The Steward shall discuss the grievance with the Department Head or his/her representative before proceeding to Step 2.
- c) Any grievance not appealed to Step 2 within five (5) working days after such discussion shall be considered settled on the basis of the answer and not subject to further review.

Step 2: If the matter is not satisfactorily disposed of at Step 1, it may be submitted in written form by the Steward to the Department Head or his/her representative within five (5) working days to be answered in writing by said Department Head or his/her representative within five (5) working days. This Step shall be followed before proceeding to Step 3.

Step 3: If the grievance is not satisfactorily adjusted by said Department Head or his/her representative at Step 2, the Steward may refer the grievance to the Local President who may notify in writing within seven (7) working days the Administrator of the Union's desire to appeal the grievance. The grievance shall be discussed by said Local President and Administrator or ~~to~~

designated representatives within seven (7) working days of said request. The Administrator or his/her designated representative shall give his/her written disposition of said grievance to the Local President or his/her designated representative within seven (7) working days from the meeting at which the grievance was discussed. This step shall be followed before proceeding to Step 4.

Step 4: Should the Local President desire to appeal the Administrator's disposition, he/she may either appeal the said disposition to Arbitration or to the Civil Service Commission as set forth below.

a) **Civil Service Commission:** If the City Administrator's disposition is not satisfactory and if the Union believes the matter should be carried further, then the grievance may be submitted by the Local President to the Civil Service Commission, in written form, within fourteen (14) days of the Administrator's disposition, and will be heard by the Commission at its next regular meeting provided the appeal is received by the Commission seven (7) days before said meeting. The Civil Service Commission's decision, approved by a majority of the voting members of the Commission, shall be considered a final decision of the Commission and the grievance may not then be presented to arbitration.

b.1) **Arbitration:** If the Administrator's disposition is not satisfactory and if the Union believes the matter should be carried further, it shall then refer the matter to the Council 25 representative. The representatives of the Local Union, Council 25, and/or International Union will review the matter and, if they wish to carry the matter further, shall notify the City Administrator, in writing, within fourteen (14) days of their intent to arbitrate the matter. Upon notification to the City Administrator, the parties shall jointly refer the matter to the American Arbitration Association for final and binding arbitration.

b.2) **Fees:** Any Arbitrator selected shall have only the function set forth herein. The fees and approved expenses of the Arbitrator shall be paid by the parties equally.

b.3) **Power of Arbitrator:** It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the terms of this Agreement.

i. He/she shall have no power to add to, or subtract from, or modify any of the terms of any Agreement.

ii. He/she shall have no power to establish salary scales or change any salary.

iii. He/she shall have no power to substitute his/her discretion for the City's discretion in cases where the City is given discretion by this Agreement.

Section C - Investigation. The Local President or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss with the Employer and will be granted permission to leave his/her work for this purpose. Any additional time needed will be granted without pay. Any alleged abuse by either party will be a proper subject for a Special Conference.

Section D - Finality of Decisions. There shall be no appeal from any Civil Service Commission's or Arbitrator's decision except as herein provided. Each decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer.

Section E - Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

ARTICLE XI **DISCHARGE AND DISCIPLINE**

Section A - Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward in the Unit of the discharge or discipline.

Such notification shall be given within twenty-four (24) hours of the discharge or disciplinary action if immediate notification is impossible.

Section B. The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the Steward of the Unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the Employee and the Steward.

Section C - Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the Complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

Section D - Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on an Employee for errors or mistakes on his/her employment application after a period of one (1) year from his/her date of hire.

The Union shall have the right to review, and copy if desired, all entries made by the Employer in the complete work record and/or file jacket of any Member Employee who is the subject of discharge or disciplinary action only if the Employee signs an authorization waiver form.

ARTICLE XII **SENIORITY**

Section A. New Employees hired in the unit shall be considered as Probationary Employees for the first six (6) months of their employment. When an Employee has been certified as finishing the probationary period by accumulating six (6) months of employment, and approved by the Civil Service Commission, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date the Employee actually starts work less any unauthorized time off during that period. There shall be no seniority among Probationary Employees.

Section B. 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 Article I of this Agreement, excepting, however, Probationary Employees discharged or disciplined for reasons other than Union activity.

Section C. Seniority shall be on a City-wide basis in accordance with the Employee's last date of hire.

Section D. In determining departmental job classification(s) and/or work assignment(s), during periods of overtime within a department, seniority shall be exercised only by Employees regularly employed by the involved department.

ARTICLE XIII **SENIORITY LISTS**

Section A. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.

Section B. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.

Section C. The Employer will keep the seniority list up-to-date at all times and will provide the local Union with up-to-date copies every six months or upon request of the Union President. The Employer will also provide the local Union with a listing based on promotional seniority dates as well as hire-in dates.

ARTICLE XIV
LOSS OF SENIORITY

An Employee shall lose his/her seniority for the following reasons only:

A. He/she quits.

B. He/she is discharged and the discharge is not reversed through the grievance procedure.

C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure, or he/she is not recalled from layoff within a one (1) year time period from said layoff. In proper cases, exceptions shall be made by the Employer.

E. Return from sick leave and leaves of absence will be treated the same as C above.

F. Effective December 18, 1979, any Employee who has been or will be absent from work and not on payroll, except authorized leave using bank time (vacation, sick time, etc.) shall have an equal time value deducted from seniority time.

ARTICLE XV
SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards, during their term of office, shall in the event of a layoff of any type be continued at work as long as there is a job in their unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in their unit which they can perform.

ARTICLE XVI
SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, and Chief Steward of the Union shall, during their term of office, in the event of a layoff, only be continued at work at all times when one or more divisions or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE XVII
SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Local Union Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE XVIII
LAYOFF DEFINED

Section A. The work "layoff" means a reduction in the working force.

Section B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees will be laid off on a City-wide basis. Seniority Employees will be laid off according to seniority as defined in ARTICLE XI, Section C. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for the Civil Service Commission step of the grievance procedure.

Section C. Employees to be laid off for an indefinite period of time will have at least fifteen (15) 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 the notices are issued to the Employees.

ARTICLE XIX
RECALL PROCEDURE

When the working force is increase after a layoff, Employees will be recalled according to seniority as defined in ARTICLE XI, Section C. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail. If an Employee fails to report for work within ten (10) days from the date of mailing of notice of recall, her/she shall be considered a quit. Extensions will be granted by the Employer in proper cases.

ARTICLE XX
TRANSFERS

Section A. If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

Section B. The Employer agrees that in any movement of work not covered above in ARTICLE XX, Section A, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the Employees involved.

Section C. The parties do not recognize lateral transfers having preference. All positions shall be filled according to ARTICLE XXI, Section A.

ARTICLE XXI **PROMOTIONS**

Section A. Promotions within the bargaining unit shall be made on the basis of the senior qualified applicant per current Civil Service testing procedures. Job vacancies will be posted within thirty (30) calendar days for a period of seven (7) work days posting period. The City shall make every effort to fill the posted position within thirty (30) calendar days following conclusion of posting with the Senior Qualified Employee.

Section B. Non Clerical and Clerical Employees required to work in a higher classification for two (2) hours or more per day shall be paid the second year rate of the higher classification for the entire day.

Probationary Employees shall receive step-up pay.

Section C. For purposes of promotion, any and all promotional lists submitted by the Civil Service Commission to the Employer may contain less than three (3) names where less than three (3) Employees have applied for the vacancy sought to be filled.

Section D. New promotional rosters will be made every two years. The rosters may be extended by mutual consent of the City and the Union.

Section E. Employees who are promoted and voluntarily request a return to their former status will be placed in the highest available classification equal to or below their former classification.

Section F. Should no Eligible Employees with seniority, as set forth in ARTICLE XII of this Agreement be eligible for promotion under this ARTICLE XXI, then, in that case, the senior qualified Probationary Employee (calculated by date of hire) who applies for the position shall be considered eligible to fill the position in accordance with the provisions contained in Section A of this ARTICLE XXI.

ARTICLE XXII
VETERANS

Section A. - Reinstatement of Seniority Employees. Any Employee who enters into active service of the armed forces of the United States, upon the termination of such honorable service, shall be offered reemployment in his/her previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such honorable discharge or ninety (90) days after hospitalization continuing after discharge for not more than two (2) years.

Section B - Probationary Employees. A Probationary Employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces.

ARTICLE XXIII
VETERANS LAW

Except as hereinbefore provided, the reemployment rights of Employees and Probationary Employees will be limited by applicable laws and regulations.

ARTICLE XXIV
RESERVE OR NATIONAL GUARD LEAVE OF ABSENCE

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 with the City 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 (2) weeks per year shall be the limit. The year shall be the Federal Fiscal Year starting October 1st of each year.

ARTICLE XXV
LEAVE WITHOUT PAY

Section A. A Regular Employee may be granted a leave of absence without pay upon prior written recommendation by the City Administrator and approved by the Civil Service Commission for any of the following reasons:

1. **Physical or mental disability of the Employee.** Such leaves shall not be granted for more than six (6) months but may be extended beyond said six (6) month period upon written application therefore by the Employee.

At the expiration of said authorized leave of absence without pay, the Employee shall either produce evidence that he/she is physically and/or mentally capable of returning to work subject to the Civil Service Commission's medical examiner's approval, or his/her services shall be terminated. Written notice of such termination shall be given to the Employee by the City Administrator or mailed to his/her last known address and a copy filed with the Commission.

An Employee who is able to return to City service after said initial six (6) month time period may be returned to his/her classified position if available, or to an equal or lesser position depending upon availability, qualifications of the Employee, and/or seniority.

Any Regular Employee whose employment with the City is terminated because of a physical or mental disability and subsequently recovers from such disability may, within two (2) years from the termination date and subject to the recommendation of the Commission's examining physician, be reinstated in the first available position for which he/she is qualified. An Employee returning from such a leave, or reinstated under the provisions of this section, may be required by the Commission to demonstrate within ninety (90) days following his/her return to work that he/she is able to perform the duties and responsibilities of his/her position and, in such event, his/her supervisor shall submit a report to the Commission at the end of the ninety (90) day period evaluating the Employee's ability to perform the duties of the position. Should the Commission determine that the Employee cannot adequately perform the duties of the position, the Commission may terminate the Employee for said reason(s).

Any Regular Employee whose employment is terminated under the provisions of this section may appeal from such termination by filing a grievance at Step 2 of the Grievance Procedure.

2. a. **Entering Course of Training or Study.** Employees entering upon a course of training or study for the purpose of improving the quality of his/her service to the City or of preparing himself/herself for the promotion.

b. **Election or Appointment to Public Office.** Employees that have been elected or appointed to a public office.

c. **Other Reasons in the Sole Opinion of the Commission.** Employees that demonstrate reasons solely in the opinion of the Commission to warrant such a leave of absence.

Such leaves shall not be granted for more than six (6) months upon written application therefore by the Employee.

At the expiration of which time, the Employee shall produce evidence that he/she has fulfilled the reason(s) for the leave and is capable of returning to work subject to the Civil Service Commission approval. Failure to return to work on the predetermined date shall subject the Employee to termination. Written notice of such termination shall be given to the Employee by the City Administrator or mailed to his/her last known address and a copy filed with the Commission.

Any Regular Employee whose employment is interrupted under the provisions of this section may appeal from such termination by filing a grievance at Step 2 of the Grievance Procedure.

Section B.

1. **Appointment to a Classified Position Outside of the Bargaining Unit.** Employees who take a leave of absence without pay to accept a classified position outside of the bargaining unit (a promotion, etc.).

2. **Appointment to the Unclassified or Exempt Service of the City.** Certified Employees with the bargaining unit who are appointed to the following positions, to wit: Deputy City Clerk, Deputy Treasurer, or Mayor's Secretary, and required during the tenure of said appointment to take a leave of absence from the unit.

The foregoing leaves of absences in this Section B shall be granted automatically upon appointment and subject to the following regulations:

a) Such leaves of absence shall be only for the duration of the term of the above referenced position to which the Employee has been appointed.

b) During such leave, the Employee's unit seniority shall be frozen and may not be added to.

c) An Employee appointed to a position out of the bargaining unit shall, upon acceptance of his/her bid on a posted position within the bargaining unit, immediately assume the position and successfully complete the probationary period.

d) An Employee required to take a leave of absence hereunder shall be restored to a classified position equal to or lesser than that held by the Employee prior to taking said leave and depending upon availability, qualifications and/or bargaining unit seniority.

Section C - Leave for Probationary Employees. A Probationary Employee may be granted a leave of absence without pay upon prior written recommendation by the City Administrator and approved

by the Civil Service Commission because of physical disability of the Employee as set forth in Section A. 1. above or for reasons solely in the opinion of the Commission to warrant such leave of absence as set forth in Section A. 2. c. above.

ARTICLE XXVI
LEAVE FOR UNION BUSINESS

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority.

Employees who are selected by the Union as a representative to labor conventions, institutes, or meetings shall, upon request, be given time off with pay. Proof of actual attendance at such conventions, institutes, or meetings may be required by the City Administrator.

In no case will the number of days off under this provision exceed seventeen (17) work days per fiscal year without the approval of the City Administrator.

All notices for such leave shall be submitted to the City Administrator and then to the City Council.

ARTICLE XXVII
OVERTIME

Section A - Rate of Pay. Time and one-half the Employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section B - Daily.

1. For Department of Public Services unit, Ordinance Warden unit, Water Department unit, the Garage unit, and the Building Maintenance unit, all work performed in excess of eight (8) hours in any work day.

2. For the Office unit, all work performed in excess of seven (7) hours in any work day.

Section C - Weekly.

1. For Department of Public Services unit, Ordinance Warden unit, Water Department unit, the Garage unit, and the Building Maintenance unit, all work performed in excess of forty (40) hours in any work week.

2. For the Office unit, all work performed in excess of regularly scheduled work shifts or thirty-five (35) hours in any work week.

Section D - Before and After Regular Hours. All work performed before or after any regularly scheduled work shift or work week.

Section E - Saturday Work. All work performed on Saturday shall be paid at time and one-half the Employee's regular hourly rate of pay.

Section F - Sunday Work. Double time shall be paid for all work performed on Sunday.

Section G - Other than Monday through Friday Work Week. Employees whose regular work week is other than Monday through Friday shall be paid at time and one-half for all work performed on the sixth day of that week and double time for all work performed on the seventh day of that work week.

Section H - Authorized Holidays. An Employee required to work on any of the authorized holidays shall be paid at two (2) times his or her regular rate of pay for any time worked in addition to regular holiday pay.

ARTICLE XXVIII **RESPONSIBILITY OF THE CITY**

Section A. The City retains the sole right to determine the starting and quitting times and schedules to be worked, and to manage itself, including the right to maintain order and efficiency of operations, and this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

The City has the sole right to hire, layoff, assign, transfer and promote Employees as set forth in Section 74-86 of the City Charter of the City of Allen Park, regarding powers and duties of the Civil Service Commission; nothing in this Contract to the contrary withstanding.

Section B. The Union recognizes other rights and responsibilities belonging solely to the City, prominent among which but by no means wholly inclusive, are the rights to determine the location of where work is to be performed, the manner in which said work is to be performed, the equipment to be used, the number and type of personnel to be employed, and the assignment of Employees duties subject to the provisions of this Agreement.

The Union recognizes the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the City and to require compliance therewith by the Employees. The Union reserves the right to question the reasonableness of the City's rules and regulations through the grievance procedure, and through the arbitration procedure provided therein.

Section C. It is understood and agreed that any of the powers and authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged, deleted, or granted by this Agreement. This includes all rights and powers held as a result of national, state, and municipal laws.

ARTICLE XXIX
GENERAL PROVISIONS

Section A - Overtime. For the purpose of overtime, the City shall be considered to be divided into six (6) units: D.P.S. unit, Water unit, Garage unit, Office unit, Building Maintenance unit, and Ordinance Warden unit. Overtime will be allocated among members of the unit as equally as possible. In the event all members of the unit refuse to perform any overtime work, the City may then secure the necessary help to perform the overtime work as in the opinion of the City will best accomplish the required results. City Employees shall be used in these cases whenever possible.

If an Employee is on vacation, sick leave, or for other reasons absent from normal work shift more than half of the day before, the City is not responsible to call in for overtime until the Employee reports back to duty on normal work shift.

Overtime work shall be distributed equally as possible not to exceed ten (10) hour increment difference to Employees working within the same unit providing the Employee can do the work available. The distribution of overtime shall be equalized over each twelve (12) month period beginning the first day of the calendar month following the effective date of this Agreement. On each occasion, the opportunity to work overtime shall be offered to the Employee within the unit who has the least number of overtime hours to his/her credit at that time. If this Employee does not accept the assignment, the Employee will be charged with the number of hours worked. The Employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required Employees have been selected for the overtime work. All overtime work or refused overtime shall be converted to straight time hours paid for before being recorded.

The Employee will not be charged for refused overtime, if it is outside of his/her department. All overtime worked, however, will be charged to the balance. The department head or his/her designate will have the right to select any Employee, regardless of seniority, and or overtime balance to work out of his/her department, from a list of qualified individuals. It is understood that the department head will distribute overtime as evenly as possible in these cases.

A record of overtime hours worked by each Employee shall be posted on the unit bulletin board within forty-eight (48) hours after completion of payroll forms which are sent to the Accounting Department.

Overtime shall be voluntary except in the following cases of emergency: water main breaks; sewer stoppage or cave-ins; snowstorms, including the necessity of snow or ice removal; flooding; falling trees; tornadoes; natural disaster; or civil disorders. In the above emergencies, Employees will be required to report for work when called. The Duty Supervisor has the authority to declare a work emergency call-in.

Employees shall be given as much advance notice as possible before being asked to perform overtime work.

In the event an Employee shall work more than three (3) hours beyond his/her regular quitting time, he/she shall be allowed adequate time off to eat.

Any Employee called to work outside of his/her regularly scheduled shift shall receive the overtime rate of pay for the time worked, unless such time runs into his/her regular shift, at which time the overtime rate will cease and his/her regular rate for the shift shall be paid. In the event the amount of pay for the entire period worked, including his/her regular shift, shall not equal four (4) times the regular hourly rate of pay, the Employee shall be entitled to four (4) hours pay at his/her regular rate.

Section B - Water Department.

1. **Standby Service.** Any Employee on standby shall be required to make themselves available on a 24-hour 7-day-a-week basis for emergency water service.

Said Employee shall be paid ten (10) hours additional pay at straight time for standby service.

2. **Special Compensation.** The City may recognize not more than two (2) Pump Station Operators and two (2) S-1 Certified Operators who will have been trained and examined in accordance with standards established by the Director of Public Services.

Each Employee recognized by the Director of Public Services shall be paid a \$600 annual payment on or about August 15 of each fiscal year in which the Employee is recognized as such.

Section C - Regularly Scheduled Work Shift for Office Employees. The regularly scheduled work shift for Office Employees shall be determined by the City Administrator with concurrence of the Civil Service Commission to a thirty-five (35) hour work week, with an hour for lunch each day.

Section D - Schedule of Work Hours for Hourly Employees. The schedule of hours for Hourly Employees to be worked shall be determined by the City Administrator with concurrence of the Civil Service Commission to a forty (40) hour work week, with one-half (1/2) hour for lunch for each day.

The City shall have the right to establish an afternoon or midnight shift when necessary. Any openings available on these shifts will be posted for a period of seven (7) days before New Employees will be hired for these positions. Employee working such a shift shall receive a shift premium of twenty (20) cents per hour for afternoon shift and thirty (30) cents per hour for midnight shift. Effective July 1, 1989, any reference to shift differential shall be deleted from the Collective Bargaining Agreement.

Section E - Work of Supervisory Employees. Supervisory personnel shall not perform work of the regularly assigned Employees, other than work being presently performed by the foremen.

Section F - Parking. There is adequate public parking within reasonable distance of all work stations. (See Letter of Understanding, Pg. 39)

Section G - Meter Readers. Meter Readers shall be given other assignments when the temperature drops to zero (0) degrees or below. When the temperature rises above zero (0) degrees, the Employee may be required by the Employer to read meters during the hours that the temperature is above zero (0) degrees.

Section H - Subcontracting. The Employer shall not contract or subcontract any work which is performed by present Employees and would result in loss of any bargaining unit position.

Section I - New Job Classification. If a new job is created within the bargaining unit, the job will be assigned a title, description, and rate of pay by the City. The job will be considered temporary as to title, description, and rate of pay for a period of ninety (90) calendar days after which the Union at their option may request a special conference on same. If the Union and Employer, following the next ninety (90) calendar day period, are unable to agree on the title, description, and/or rate of pay, the dispute shall be subject to the grievance procedure beginning at the second step.

Section J - Pay Periods. All Hourly Certified Employees shall be paid once a week every Thursday.

All Salaried Certified Employees shall be paid bi-weekly on Thursday.

APPENDIX A **HOLIDAYS**

Section 1 - Authorized Holidays. All Full-Time Employees shall have time off with full salary payment on the following holidays:

New Year's Day, Washington's Birthday, General City and State Election Days, General Federal Election Day, Good Friday, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day, and December 31.

Section 2 - Holidays Falling on Saturday or Sunday. Whenever one of the designated holidays falls on a Saturday, then the preceding Friday shall be designated as the official holiday; and whenever one of the designated holidays falls on a Sunday, then the following Monday shall be designated as the official holiday.

Whenever Christmas or New Year's Day falls on a Saturday, then Thursday and Friday shall be designated as the official holidays for December 24 and Christmas or December 31 and New Year's Day, respectively. Whenever Christmas or New Year's Day falls on a Sunday or Monday, then Friday and Monday shall be designated as the official holidays for December 24 and Christmas or December 31 and New Year's Day, respectively.

Section 3 - Holiday During Vacation Period. If the holiday falls within an Employee's vacation period, an extra day shall be added to the vacation.

Section 4 - Eligibility for Holiday Pay. To be eligible for holiday pay, a Regular Employee shall have worked his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday, unless on excused absence.

APPENDIX B **VACATIONS**

Section 1 - Vacation Time. Vacations shall be accorded on the basis of the following schedule:

On following anniversary dates:

1st year . . .	Two (2) weeks
5th year . . .	Three (3) weeks
10th year . . .	Four (4) weeks
20th year . . .	Five (5) weeks
25th year . . .	Six (6) weeks

On July 1 of each year all Employees shall be credited their vacation based upon the number of years seniority they would be entitled to during the coming fiscal year. Employees terminating or retiring during the fiscal year will be paid for earned vacation time. Earned vacation time is based on anniversary date in accordance with above schedule.

It being understood that a New Hired Employee is not entitled to a vacation until completion of one year of service.

Section 2 - Salary in Lieu of Vacation. When both the Employer and the Employee mutually agree in cases of hardship, the vacation can be foregone and payment made instead or time for taking same can be extended.

Section 3 - Vacation Scheduling. In establishing schedules, the department shall consider both Employee preference and efficient functioning of the department. Each department shall post a vacation schedule for the periods of July 1 through December 31 and January 1 through June 30. Employees who wish to exercise their seniority rights for desired vacation periods shall apply between April 1 and May 1 for the July 1 through December 31 period and between October 1 and November 1 for the January 1 through June 30 vacation period. Employees will make every effort to sign up during the sign-up period.

Applications shall be considered outside the above application periods on a first-come basis. Should two or more applications be filed on the same day, then seniority would prevail. Employees must request vacation time 24 hours prior to the requested day(s) of leave.

Vacation time shall be taken in not less than full day increments.

During the first week of May and the first week of November, the department shall sign a copy of the new vacation schedule and forward same to the Local President.

Section 4 - Vacation for Returning Veterans. Upon return to the City service from Military Leave of Absence, the Employee shall be entitled to vacation time for the year in which he/she returns.

Section 5 - Vacation Pay at Termination. Earned vacation pay shall be paid at time of death or at time of termination to Permanent Full-Time Employees who are retiring, resigning, entering military service or whose employment is terminated for any other reason. In the case of the death of an Employee, vacation accrual shall be paid to the beneficiary or to the estate of the Employee.

APPENDIX C **PERSONAL BUSINESS DAYS**

After one (1) year continuous service, each Employee shall be entitled to three (3) personal business days with pay which may be taken at the discretion of the Employee provided said personal business days are taken in increments of one-half (1/2) day or one (1) full day.

The time for these days may not be accumulated. In establishing schedules, the Department shall consider both Employee preference and efficient functioning of the department. In case of conflict as to Employee's preference, seniority prevails.

APPENDIX D
SICK LEAVE/BEREAVEMENT TIME

Section 1 - Sick Leave Eligibility. Each Employee shall be entitle to thirteen (13) days sick leave per year to be accumulated at the rate of one (1) per month with one (1) additional day granted on January 1 of each year. This sick leave shall commence with the date of hire.

Section 2 - Sick Leave Accumulated. Sick leave shall be accumulated and shall be unlimited.

Section 3 - Sick Leave Notice. Any Employee absent because of illness shall inform his/her Department Head, or such person as the Department Head designated, no later than thirty (30) minutes after normal starting time; and failure to do so may be cause for denial of sick leave for the period of absence. The Employee shall be required by his/her immediate supervisor to produce evidence in the form of an illness affidavit, or otherwise of the adequacy of the reason for his/her absence during the time for which sick leave is granted. When sick leave extends three (3) days or longer, medical certification is required to be filed with the Department Head.

Section 4 - Eligible Uses and Procedures.

A. Sick leave with pay shall be allowed for Full-Time Employees only in the following situations:

- i. Illness of, or injury to, the Employee, whether work or nonwork related.
- ii. Physical, dental, or mental consultation or treatment of the Employee by professional medical or dental personnel, whether work or nonwork related.
- iii. Sickness of a member of the immediate family which requires the personal attention and care of the Employee. The immediate family is defined as a blood relative residing in the home. The same proof of illness shall be required as per personal illness of the Employee.
- iv. Quarantine because of contagious disease. The Department Head shall require a certificate of the attending physician before allowing any paid sick leave under this subsection.
- v. Maternity, paternity, and adoption leave for Employees.

B. Sick leave, when used, shall be paid at an hourly rate equal to the Employee's regular straight time wage in effect at the time of the usage. No sick leave with pay will be allowed for increments of less than one-half (1/2) of an hour. Employees will be allowed to return to work if there is at least two (2) hours of work shift remaining in that Employee's shift.

C. i. In cases of extended illness or suspected abuse, as determined by the Department Head or designee, the Department Head or designee may require evidence as to the adequacy of the reason(s) for an Employee's absence during the time for which sick leave is requested. For the purpose of this section, evidence as to the adequacy of the reasons for an Employee's absence (both for illness of the Employee, or his/her immediate family) will be defined by the Department Head to be any or all of the following:

a. A satisfactory written, signed statement by the Employee; or

b. A certificate stating the nature of the illness from a licensed physician; provided, however, that falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action.

ii. The Department Head or designee may require the Employee to be examined by the license physician identified by the Department Head or designee. Failure to submit to the examination may constitute grounds for disciplinary action.

Section 5 - Sick Leave During Vacation. Sick leave may be allowed in case of sickness during vacation period. Evidence of such incapacity must be provided to the satisfaction of the Department Head.

Section 6 - Sick Leave Payment.

A. **Employees Hired Prior to July 1, 1987.** Employees hired prior to July 1, 1987, may, upon their termination from City service or upon their death, receive 100% compensation for the first seventy-five (75) days of accrued but unused sick leave and 50% compensation for any remaining accrued but unused sick leave to their credit. Said sick leave payment shall be paid at the Employee's hourly rate of pay in effect at the time of termination from City employment.

B. **Employees Hired Subsequent to June 30, 1987.** Employees hired subsequent to June 30, 1987, may, upon their termination from City service or upon their death, receive 100% compensation for the first fifty (50) days of accrued but unused sick leave and 33% compensation for any remaining accrued but unused sick leave to their credit. Said sick leave payment shall be paid at the Employee's hourly rate of pay in effect at the time of termination from City employment.

Section 7 - Sick Leave Used Prior to Retirement. Any sick days used by an Employee twelve (12) months prior to his/her retirement shall be deducted from his/her 100% paid sick bank. Provided, however, that this deduction from the above paid sick bank will not occur for days used while the Employee is actually in a hospital or recuperating under doctor's orders from such hospitalization, or under doctor's orders recuperating from an accident or illness requiring three (3) or more days, or when an Employee's spouse or dependent child(ren) is recuperating under doctor's orders from an accident or illness requiring their attention.

Section 8 - Death in the Family. Each Regular Employee shall be entitled to five (5) days with pay at his/her regular rate of pay in the event of the death of his or her spouse, parent, spouse's parent, child, brother or sister or blood relative residing in the home. The City may require proof of funeral attendance or medical certification that the Employee was not able to attend the funeral. An additional two (2) extra days with pay may be granted by the City Administrator if unusual circumstances warrant same. If the burial is out of the metropolitan Detroit area, the Employee, at his/her option, may take two (2) additional days leave provided he/she has those days in his/her sick leave bank, or vacation days, which additional days shall be charged against the sick leave bank or vacation days. In the case of the death of a son-in-law or daughter-in-law, the Employee shall be allowed three (3) days off. An additional two (2) days shall be permitted and charged against his/her sick leave or vacation days, provided he/she has accumulated sick leave or vacation time. In the case of stepparents of either Employee or spouse, he/she will be allowed a one time option of three (3) working days off, including the day the bereavement occurs.

Upon the death of an Employee, one-half day off with pay will be granted to City Employees who attend the funeral, except that a skeleton crew will be maintained in each department.

APPENDIX E LONGEVITY PAY

Each Employee shall be paid an annual longevity pay at the rate of \$25 for each year of service commencing with one year of service. After July 1, 1979, Employees shall be paid at a rate of \$25 per year of service up to ten (10) years and \$30 per year of service for each year over ten (10) years. Longevity pay shall be computed on November 1 of each year and payment shall be made on or before November 15 of each year. Employees receiving their first longevity pay shall receive a pro-rated pay computed from their date of employment to November 1. Upon retirement, an Employee's longevity pay will be pro-rated.

APPENDIX F
LIFE INSURANCE

Effective with the signing of this contract, a life insurance policy in the amount of \$25,000.00 with double indemnity clause shall be paid for by the City for each Employee.

A life insurance policy in the amount of \$7,500 coverage shall be paid for by the City for each retiree who shall retire between July 1, 1966, and June 30, 1989. Effective July 1, 1989, a life insurance policy in the amount of \$10,000.00 coverage shall be paid for by the City for each retiree who shall retire after June 30, 1989.

APPENDIX G
HEALTH INSURANCE

Section 1 - Employees hired prior to July 1, 1990. A fully paid Blue Cross/Blue Shield Preferred Plan Policy, M.V.F. II with Master Medical Option III and \$1 Deductible Prescription Drug Rider for each Employee and his/her eligible dependents shall be paid for by the City. Sponsored dependents and family continuation riders shall be included. The City will provide the same Blue Cross/Blue Shield policy for Retirees under the age of 65 as is provided for Employees covered by this Agreement. The City shall provide for Retirees after age 65, Blue Cross Group Plan V and Blue Shield Group Plan II which are groups under the Blue Cross/Blue Shield "65 Plan". A fully paid Blue Cross/Blue Shield policy on each of the Retirees' eligible dependents shall be paid for by the City. Employees have a once (1) a year option to change to and from an HMO plan.

Section 2 - Employees hired after July 1, 1990. All Employees hired after July 1, 1990 will be covered by an HMO with the same coverage as the Blue Cross/Blue Shield Plan. The City may at its option, offer one or more plans. Employees who wish to upgrade to the Blue Cross/Blue Shield Plan may do so at their own expense via payroll deduction.

Section 3 - Dental Insurance. Effective January 1, 1978, the City shall provide for Employees and eligible members of an Employee's family: Delta Dental Plan, Full Family Coverage, Class I & Class II, 70%-30% Co-payments, with maximum benefit payable in any one contract year not to exceed \$600 per person.

Retired Employees, subsequent to July 1, 1981, shall continue to be covered by this plan, cost sustained by the City, until the Retired Employee reaches age 65 or is eligible for Medi-Care. Retired Employees who obtain employment from an employer who provided this type of insurance shall not be covered by the City's plan for duration of such employment.

Effective July 1, 1985, the City shall provide for Active Employees and eligible members of Employee's family (eligible dependents only to age 19) a new plan which will include orthodontic services at fifty (50%) percent co-pay with a maximum not to exceed one thousand (\$1,000.00) dollars per person, lifetime maximum.

Should an Active Employee become deceased, said Employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided the spouse remains unmarried.

Section 4 - Optical Benefit. Effective with the signing of this contract, the City shall provide for Employees and eligible members of Employees' families an optical plan as provided by the Co-Op Optical Service "Plan B". Copies of the plan will be given to the Union.

The plan in general provides for every Employee, spouse and all dependent children to the end of the year that they turn the age of nineteen (19), an optometric refraction and glasses, if needed, once every twenty-four months. The plan details the type frames and lenses available.

It is understood that the City of Allen Park will maintain the same benefits or improved benefits as provided by the present plan.

Retired Employees, subsequent to July 1, 1981, shall continue to be covered by this plan, cost sustained by the City, until the Retired Employee reaches age 65 or is eligible for Medi-Care. Retired Employees who obtain employment from an employer who provides this type of insurance shall not be covered by the City's plan for duration of such employment.

Section 5. All Retirees and persons on disability, as of July 1, 1979, will be given the option of joining the group coverage by paying the cost of the premiums directly to the City for both the optical and dental plans if the insurance carrier will allow this.

Section 6 - Other Plans. The City reserves the right to change any and/or all insurance company(ies) and/or plan(s), providing the replacement program is equal to or better than the program available from the present company, subject to the mutual agreement of the City and the Union.

APPENDIX H **JURY DUTY**

An Employee called for jury duty shall be granted leave of absence for the time spent in such service and shall be paid a sum equal to the difference between his/her normal salary and payment for jury duty.

Any Employee subpoenaed as a witness in any court case involving the City of Allen Park shall be paid his/her regular rate of pay for the time spent in court, excepting, however, that no Employee shall be paid more than one time for the same period.

APPENDIX I
DISABILITY

All City Employees who are injured or become ill on duty as per Worker's Compensation law shall be carried on the City payroll at no loss of take-home pay for his/her classification for a period not to exceed one year from date of injury. The Employee shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights.

The Employer agrees that during this one (1) year period, the Employee shall receive, in addition to his/her Worker's Compensation income, an amount to be paid by the Employer, sufficient to make up the difference between Worker's Compensation and his/her regular income based upon forty (40) hours/thirty-five (35) hours, whichever is appropriate.

Should an Employee settle a compensation claim with the Employer's Worker's Compensation Insurance Carrier for less than the maximum benefits entitled to be received by said Employee, the obligation of the Employer, under the provisions of this section, shall be reduced proportionately based on a ratio equal to that of the maximum amount recoverable under the applicable Worker's Compensation laws and that actually received in settlement by the Employee.

The City will further agree to a disability pension of two-thirds (2/3) of base salary of an Employee for a total disability. This disability pension shall continue until the disability is removed or the Employee reached normal retirement age. At normal retirement age, the Employee shall receive his/her normal retirement. Appropriate language shall be adopted as to medical examinations and operational details.

APPENDIX J
EMPLOYEE'S RECORDS

The Employee's name, department, title, and salary shall be considered public records and shall be open to inspection during regular working hours in the form and manner prescribed by the Civil Service Commission. All other personnel records shall be held confidential for reasons of public policy. Nothing shall be added to the Employee's records without his/her knowledge.

APPENDIX K
TIME CARDS

The punching in or out of another Employee's time card shall be considered a major infraction by the Employee of his/her duties and obligations to the City, and the City may proceed with disciplinary action.

APPENDIX L
GENERAL PROVISIONS

Section 1 - Employee Uniforms and Dress Code. Each Employee of the Department of Public Service unit, the Water unit, the Garage unit, and the Building Maintenance unit shall be furnished the following:

A. Up to five (5) Uniform changes per week with new uniforms issued yearly.

B. An insulated jacket with identification issued to each Maintenance Employee at a cost not to exceed \$50 per jacket. Replacements will be issued when the City determines that it is necessary due to normal wear, however, will not exceed two per duration of this contract. Employees will be required to maintain this article at their own expense (ie. repairs, cleaning).

C. A maximum of two pairs of steel toe safety shoes or boots, with replacement based on the City's determination of normal wear. Employees will be required to maintain this article at his/her own expense (ie. repairs, waterproofing, etc.).

It is understood that Employees shall wear all supplied uniforms, jackets, shoes and any other required safety equipment while working for the City of Allen Park. Employees will wear prescribed clothing as they are designed to be worn as set forth in Appendix L, Section 4. It is understood that those Employees who do not obtain permission from their supervisor to temporarily modify the dress code will be subject to disciplinary action.

Supplied Clothing/Shoes will be allowed to be worn off duty only one (1) hour before work and one (1) hour after work. If worn off duty, Employee may be subject to disciplinary action.

D. The Ordinance Warden shall be provided the same as the police officers for clothing and cleaning allowance.

E. Under extreme weather conditions, unit stewards and immediate supervisors may mutually agree to the wearing of more or less than issued uniforms.

Section 2 - Wash-up Time. Employees of the Department of Public Services unit, the Water unit, the Garage unit, and the Building Maintenance unit will be permitted ten (10) minutes wash-up time before quitting each day.

Section 3 - Restroom and Lunchroom Facilities. Proper restroom and lunchroom facilities for both male and female Employees as per State law will be furnished.

Section 4 - Health, Welfare, and Safety. The Union shall participate in the Allen Park Safety Committee and will participate in conjunction with the Risk Manager to provide guidance and assistance for the departments in the development and maintenance of sanitary, medical, heating, lighting, and ventilation standards.

The City and the Union shall continue to develop an active safety committee. All members of this bargaining unit, and members of management shall practice and enforce all aspects and recommendations of the adopted Safety Program. Any infractions by any member shall be subject to disciplinary action as prescribed by the Civil Service Rules and Regulations. This includes verbal/written reprimands, suspension and discharge.

Section 5 - Training Program. The City shall have the right to develop a training program with preference being on the basis of seniority, job applicability, and potential use of training. When an Employee holding a position leaves that position for any reason and the City deems special training necessary and/or appropriate, that training shall be provided to the individual who is number one on the appropriate roster provided said Employee is likely to be appointed to and accept said position.

Section 6 - Educational Benefits. Employees who, upon the recommendation of their immediate supervisor and with the approval of the City Administrator, take a complete, with a "C" average, education courses shall be reimbursed for the payment of books and tuition incidental thereto.

APPENDIX M **REST PERIODS**

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

APPENDIX N **SALARY SCHEDULE**

Service and Maintenance Classifications

<u>Grade</u>	<u>Classification</u>
Custodian	
01	Laborer I
02	Laborer II, Mechanic I, Building Maintenance, Meter Reader/Repairer, Sign Fabricator Assistant
03	Heavy Equipment Operator, Sign Fabricator, Animal Control/Ordinance Warden, Heavy Equipment Operator/Tree Trimmer, Station Operator I
04	Mechanic II, Meter Repairer/Mechanic, Station Operator II

Office Classifications

<u>Grade</u>	<u>Classification</u>
01	Clerk Typist I
02	Clerk Typist II
03	Clerk Typist III, Account Clerk I
04	Clerk Typist IV, Account Clerk II
05	Account Clerk III
06	Account Clerk IV
07	Account Clerk V

Service and Maintenance Classifications
Schedule of In-Range Salary Progression

Section 1. For Period from July 1, 1993, to June 30, 1994:

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
Custodian	8.47	8.76	9.07	9.37	9.66
*	11.50				
01	12.78	13.04	13.31	13.56	13.85
*	12.20				
02	13.56	13.86	14.15	14.44	14.71
*	13.00				
03	14.45	14.74	15.08	15.38	15.67
*	13.85				
04	15.39	15.72	16.04	16.38	16.73

* **Salary Schedule Probationary Employees.** Effective November 1, 1985, New Hire Probationary Employees will be paid at a salary rate ten (10%) percent less than the salary schedule for the classification to which he/she is assigned. (Asterisked figures reflect this.)

Service and Maintenance Classifications
Schedule of In-Range Salary Progression
Continued

Section 2. For Period from July 1, 1994, to June 30, 1995:

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
Custodian	8.87	9.16	9.47	9.77	10.06
*	11.86				
01	13.18	13.44	13.71	13.96	14.25
*	12.56				
02	13.96	14.26	14.55	14.84	15.11
*	13.36				
03	14.85	15.14	15.48	15.78	16.07
*	14.21				
04	15.79	16.12	16.44	16.78	17.13

Section 3. For Period from July 1, 1995, to June 30, 1996:

To be re-opened effective July 1, 1995 through June 30, 1996.

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
Custodian					
*					
01					
*					
02					
*					
03					
*					
04					

* **Salary Schedule Probationary Employees.** Effective November 1, 1985, New Hire Probationary Employees will be paid at a salary rate ten (10%) percent less than the salary schedule for the classification to which he/she is assigned. (Asterisked figures reflect this.)

Office Classifications
Schedule of In-Range Salary Progression

Section 1. For Period from July 1, 1993, to June 30, 1994:

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
*	9.54				
01	10.60	10.95	11.26	11.59	11.92
*	10.84				
02	12.04	12.33	12.60	12.89	13.18
*	11.00				
03	12.22	12.63	13.03	13.42	13.81
*	11.31				
04	12.57	12.96	13.46	13.85	14.17
*	11.59				
05	12.88	13.29	13.70	14.11	14.52
*	11.87				
06	13.19	13.60	14.03	14.46	14.89
*	12.79				
07	14.21	14.67	15.13	15.59	16.05

* **Salary Schedule Probationary Employees.** Effective November 1, 1985, New Hire Probationary Employees will be paid at a salary rate ten (10%) percent less than the salary schedule for the classification to which he/she is assigned. (Asterisked figures reflect this.)

Office Classifications
Schedule of In-Range Salary Progression
Continued

Section 2. For Period of July 1, 1994, to June 30, 1995:

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
*	9.90				
01	11.00	11.35	11.66	11.99	12.32
*	11.20				
02	12.44	12.73	13.00	13.29	13.58
*	11.36				
03	12.62	13.03	13.43	13.82	14.21
*	11.67				
04	12.97	13.36	13.86	14.25	14.57
*	11.95				
05	13.28	13.69	14.10	14.51	14.92
*	12.23				
06	13.59	14.00	14.43	14.86	15.29
*	13.15				
07	14.61	15.07	15.53	15.99	16.45

* **Salary Schedule Probationary Employees.** Effective November 1, 1985, New Hire Probationary Employees will be paid at a salary rate ten (10%) percent less than the salary schedule for the classification to which he/she is assigned. (Asterisked figures reflect this.)

Section 3. For Period of July 1, 1995, to June 30, 1996:

To be re-opened effective July 1, 1995 through June 30, 1996.

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
*					
01					
*					
02					
*					
03					
*					
04					
*					
05					
*					
06					
*					
07					

* **Salary Schedule Probationary Employees.** Effective November 1, 1985, New Hire Probationary Employees will be paid at a salary rate ten (10%) percent less than the salary schedule for the classification to which he/she is assigned. (Asterisked figures reflect this.)

APPENDIX O
CONFLICT WITH CIVIL SERVICE RULES AND REGULATIONS

That if any conflict exists between the Civil Service Rules and Regulations for the City of Allen Park and this contract, the Contract shall control.

APPENDIX P
PENSION

Employees in the unit will be covered by the Allen Park Employees Retirement System regarding General Employees, as amended from time to time, and more specifically as follows:

Section 1. An individual Employee's contribution to the Retirement System shall be six (6%) percent on all wages.

Section 2. Effective for those presently employed who retire after January 1, 1984, an eligible Employee's straight life pension shall equal two and one-half (2.5%) percent of his/her final average compensation multiplied by the number of years credited service thereof to a maximum of seventy (70%) percent.

Effective July 1, 1987, anyone hired between July 1, 1983, and June 30, 1987, shall be eligible for straight life pension equal to two and one-half (2.5%) percent of his/her final average compensation multiplied by the number of years credited service thereof to a maximum of seventy (70%) percent.

Any Employee hired after July 1, 1987, shall be eligible for straight life pension equal to one (1%) percent for the first five (5) years and two and one-half (2.5%) percent thereafter of his/her final average compensation multiplied by the number of years credited service to a maximum of seventy (70%) percent.

Final average compensation is to be computed on the average of the highest three (3) consecutive years of service out of the last ten (10) years. (effective 7/1/93)

Employees retired before July 1, 1987, will receive pension benefits per contracts in effect at the time of their retirement, or when they reached normal retirement age, or as amended to specifically address said Retirees.

Section 3. On January 15, 1979, the voluntary age of retirement shall be reduced to age fifty-seven (57) from age sixty (60) years of age.

Section 4. Effective July 1, 1989, Employees in the bargaining unit shall have their pension rights vested when they have attained fifteen (15) years of membership in the Allen Park Retirement System, regardless of age.

Section 5. One-time Change in Payment Option (Pop-Up). A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to 100% of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the Employee/Retiree who elects to use said provision.

APPENDIX Q
RESIDENCY

Effective November 1, 1994 employees having five (5) or more years seniority may live anywhere within the State of Michigan within a 25-mile radius of the City Hall. However, employees electing to live out of the City of Allen Park will be subject to the following:

A. They will forfeit \$150 in allowances/pay.

B. They will not have preference for unscheduled overtime unless determined necessary by the Supervisor. It is understood that you go on payroll when you punch in. Unscheduled overtime is defined as overtime for which the City is required to call an employee in to work from an "off duty" status, and not a continuation of regular work hours.

It is understood and agreed that if legislation is adopted which in any way renders residence restrictions illegal, void, invalid, or otherwise unenforceable, such legislation shall supersede the existing residency restrictions. However, employees who reside outside the City shall be subject to forfeiture of \$150 in allowances/pay.

1. Last called for overtime.
2. Not on call-out roster.

DURATION

This Agreement shall continue in full force up to and including June 30, 1996. This Agreement shall continue in effect for successive yearly periods after June 30, 1996, unless notice is given in writing, by either the Union or the City at least sixty (60) days prior to June 30, 1996, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

In witness whereof, the parties hereto have executed this Agreement on this 29th day of November, 1994.

BY THE CITY OF ALLEN PARK
as

Gerald N. Richards
Gerald N. Richards, Mayor

Bernice Weiss
Bernice Weiss, City Clerk

**BY THE A.F.S.C.M.E. and COUNCIL 25, and
AFFILIATE LOCAL 1171**

Gary Steffens
Gary Steffens, President

Beverly Kelley
Beverly Kelley, Negotiating Team Member

Milt Tambor
Milt Tambor, Council 25 Representative

The following chart identifies the pay grades, classifications, and Employees positions.

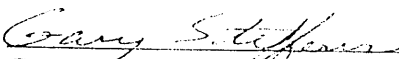
Service and Maintenance Classifications

<u>Pay Grade</u>	<u>Classification</u>
Custodian	
01	Laborer I
02	Laborer II
	Building Maintenance
	Mechanic I
	Sign Fabricator Assistant
	Meter Reader/Repairer
03	Heavy Equipment Operator
	Heavy Equipment/Tree Trimmer
	Sign Fabricator/Station Operator I
	Animal Control/Ordinance Officer
04	Mechanic II/Station Operator II
	Meter Repairer/Mechanic

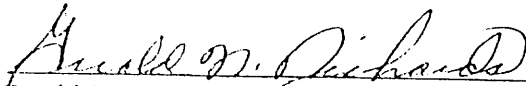
Office Classifications

<u>Pay Grade</u>	<u>Classification</u>
01	Clerk Typist I
02	Clerk Typist II
03	Clerk Typist III
	Account Clerk I
04	Clerk Typist IV
	Account Clerk II
05	Account Clerk III
06	Account Clerk IV
07	Account Clerk V

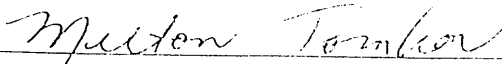
We, the undersigned, agree with the procedures as stated above.

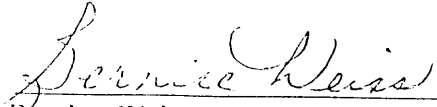


Gary Steffens, Acting President
Local No. 1171, AFSCME



Gerald N. Richards, Mayor
City of Allen Park





Bernice Weiss, City Clerk

Dated: 11-29-94

Dated: 11-29-94



City of Allen Park

16850 SOUTHFIELD ROAD
ALLEN PARK, MICHIGAN 48101

LETTER OF UNDERSTANDING CITY OF ALLEN PARK AND A.F.S.C.M.E.

The Union and City will jointly meet with the office unit to devise a new procedure for scheduling overtime. The Union will meet with its membership to discuss the initial plan and then meet with the City. The purpose is to resolve current inadequate language in the contract relative to scheduling overtime for the office unit.

Signed *Richard A. Huebler*
Richard A. Huebler,
City Administrator

Date 11-29-94

Signed *Gary Steffens*
Gary Steffens,
AFSCME Local 1171 President

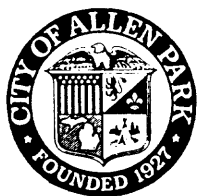
Date 11-29-94

Signed *Kevin M. Welch*
Kevin M. Welch,
Director of Personnel/Purchasing

Date 11/29/94

Signed *Beverly J. Kelley*
Beverly J. Kelley
Negotiating Team Member

Date 11-29-94



City of Allen Park

16850 SOUTHFIELD ROAD
ALLEN PARK, MICHIGAN 48101

LETTER OF UNDERSTANDING CITY OF ALLEN PARK AND A.F.S.C.M.E.

It is agreed by the City and the Union to meet as a committee with the intention to discuss possible changes in Article XXI, Promotions.

Signed *Richard A. Huebler*
Richard A. Huebler,
City Administrator

Date 12-29-94

Signed *Gary Steffens*
Gary Steffens,
AFSCME Local 1171 President

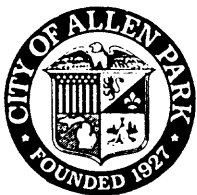
Date 11-29-94

Signed *Kevin M. Welch*
Kevin M. Welch,
Director of Personnel/Purchasing

Date 11/29/94

Signed *Beverly J. Kelley*
Beverly J. Kelley
Negotiating Team Member

Date 11-29-94

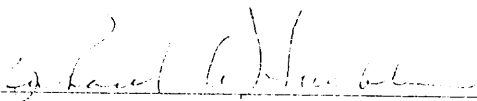


City of Allen Park

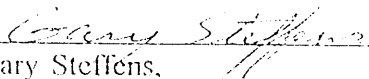
16850 SOUTHFIELD ROAD
ALLEN PARK, MICHIGAN 48101

LETTER OF UNDERSTANDING CITY OF ALLEN PARK AND A.F.S.C.M.E.

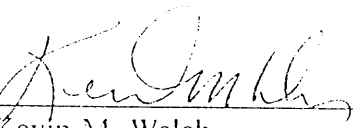
It is understood by the City and Union that there is a parking problem on White Street along the Department of Public Service Building. Since there is limited space we are asking for your cooperation to please park across Roosevelt Ave. during normal working hours. Exceptions are for the DPS Secretary and special cases that may arise as approved by the Supervisor.

Signed 
Richard A. Huebler,
City Administrator


Date 11-29-95

Signed 
Gary Steffens,
AFSCME Local 1171 President

Date 11-29-94

Signed 
Kevin M. Welch,
Director of Personnel/Purchasing

Date 11/29/94

Signed 
Beverly J. Kelley
Negotiating Team Member

Date 11-29-94



City of Allen Park

16850 SOUTHFIELD ROAD
ALLEN PARK, MICHIGAN 48101

LETTER OF UNDERSTANDING CITY OF ALLEN PARK AND A.F.S.C.M.E.

It is agreed that the City and the Union will re-open the Labor Agreement effective July 1, 1995 through June 30, 1996 for the purpose of negotiating wages and Health care benefits only. No other issues will be negotiated unless agreed to by both the City and the Union.

Signed *Richard A. Huebler*
Richard A. Huebler,
City Administrator

Date 11-29-94

Signed *Gary Steffens*
Gary Steffens,
AFSCME Local 1171 President

Date 11-29-94

Signed *Kevin M. Welch*
Kevin M. Welch,
Director of Personnel/Purchasing

Date 11-29-94

Signed *Beverly J. Kelley*
Beverly J. Kelley
Negotiating Team Member

Date 11-29-94

INDEX

AGENCY SHOP - PAY DEDUCTIONS	5
AID TO OTHER UNIONS	3
CONFLICT WITH CIVIL SERVICE RULES AND REGULATIONS	36
DISABILITY	29
DISCHARGE AND DISCIPLINE	9
DURATION	39
EMPLOYEE'S RECORDS	29
GENERAL PROVISIONS	19, 30
GRIEVANCE PROCEDURE	7
HEALTH INSURANCE	27
HOLIDAYS	21
INDEX	45
JURY DUTY	28
LAYOFF DEFINED	12
LEAVE FOR UNION BUSINESS	17
LEAVE WITHOUT PAY	14
LETTER OF UNDERSTANDING	
7/1/95-6/30/96 NEGOTIATIONS	44
ARTICLE XXI PROMOTIONS	42
OFFICE UNIT OVERTIME	41
WHITE STREET PARKING	43
LIFE INSURANCE	27
LONGEVITY PAY	26
LOSS OF SENIORITY	11
OVERTIME	17
PENSION	37
PERSONAL BUSINESS DAYS	23
PROMOTIONS	13
RECALL PROCEDURE	12
RECOGNITION	1
REPRESENTATION	6
RESERVE OR NATIONAL GUARD LEAVE OF ABSENCE	14
RESIDENCY	38
RESPONSIBILITY OF THE CITY	18
REST PERIODS	31
SALARY SCHEDULE	31
SENIORITY	10
SENIORITY LISTS	10
SENIORITY OF OFFICERS	11
SENIORITY OF STEWARDS	11
SICK LEAVE/BEREAVEMENT TIME	24
SPECIAL CONFERENCES	7

STEWARDS	6
SUPPLEMENTAL AGREEMENTS	12
TIME CARDS	29
TRANSFERS	12
UNION DUES AND INITIATION FEES	3
UNION MEMBERSHIP	3
VACATIONS	22
VETERANS	14
VETERANS LAW	14
WAIVER	2

11

