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6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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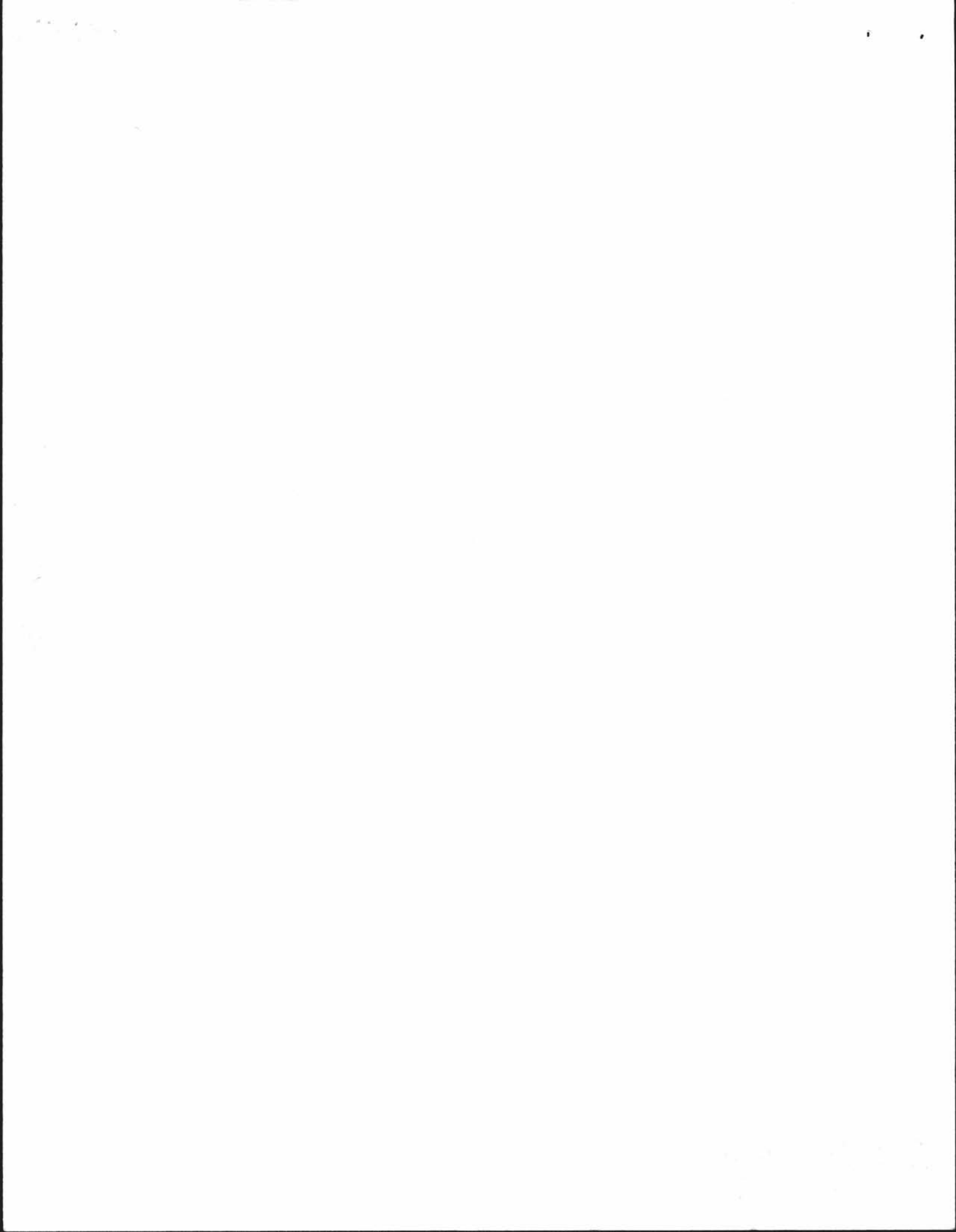
CITY OF LINCOLN PARK

AND

**LOCAL 628, CHAPTER A - HOURLY
International Union of the American Federation of
State, County and Municipal Employees**

July 1, 1999 --- June 30, 2002

Lincoln Park, City of



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**COLLECTIVE BARGAINING AGREEMENT
JULY 1, 1999 - JUNE 30, 2002**

This Agreement entered into on July 1, 1999, between the City of Lincoln Park (hereinafter referred to as the EMPLOYER) and the International Union of the American Federation of State, County and Municipal Employees and Council No. 25 and its affiliated Local 628, Chapter A (hereinafter referred to as the Union).

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 the Employer, the Employees and the Union.

The parties recognize that the interest of the community and 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 Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

Employees Covered:

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 wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in bargaining units described below:

"D.P.S., Sewer, Water, Parks, Garage and Custodians
Animal Control/Ordinance Officers and Part Time Bus/Van Drivers"

ARTICLE II - 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 III - UNION SECURITY

Requirement of Union Membership or Service Fee:

(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 or pay a service fee for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union or paying a service fee, at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee, for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the regular monthly Union membership dues, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the Bargaining Unit.

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

(e) Any employee who refuses to sign a dues check off form or service fee check off form per Master Agreement, will be subject to be removed from all work within the Bargaining Unit upon written notice to such employee and Employer by the Unit Chairperson or Michigan AFSCME Council 25 within fifteen (15) calendar days.

(f) The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days compliance, and shall further advise the employee that a request for removal from Bargaining Unit work will be filed with the Employer in the event compliance is not effected.

(g) The Employer, only upon receipt of said charges and request for removal from Bargaining Unit work, shall conduct an investigation of said charges, and if all requirements are met, then removal notice will be given, per paragraph (e) of this Article within a twenty four (24) hour period.

Record. It shall be the responsibility of the Union to provide a signed authorization form to the Payroll Department.

(b) When Deductions Begin:

Check-Off deduction under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time the application is signed by the employee and shall be deducted twice monthly and each month thereafter.

(c) Remittance of Dues to Financial Officer:

Deduction for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the tenth (10th) day of the next month.

(d) 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 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.

(e) The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability arising out of this Article.

ARTICLE V - UNION REPRESENTATION

Section 1

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

Section 2

During the term covered by this Agreement, it will be binding upon the Employer not to enter into any separate agreement with the said employees either individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours of work, working conditions of said employees or any individual employees. Any grievance arising under this paragraph shall be discussed in a private closed room between Supervision, Steward, Staff Representative, if necessary and the party or parties concerned. Section 3

In all negotiations with the Bargaining Team, the Union Representatives/Council 25 and the negotiating committee, not to exceed four (4) persons, shall negotiate with the City's Wage Negotiations Panel on wages and working conditions.

ARTICLE VI - STEWARDS AND ALTERNATE STEWARDS

(a) In each group classification, employees in the group classification shall be represented by one Steward on each shift who shall be a regular employee working in that group classification and on that shift. During overtime periods an alternate Steward may be appointed by the President of the Union.

(b) Group classifications are "GARAGE", "DEPARTMENT OF PUBLIC SERVICES", "WATER", "SEWER", "PARKS", AND "CUSTODIANS".

(c) The Stewards, or Chairperson, during their working hours, without loss of time or pay, shall be allowed to investigate and present grievances to the Employer. Further, such Representatives shall be allowed to consult with the Employer, his Representative, Local Union Officers, or other Union Representatives or aggrieved employee concerning the enforcement of any provision of the Master Agreement.

(d) The Employer agrees that during working hours, on the Employer's premises, and without loss of time or pay, Union Representatives shall be allowed to:

- 1) Post Union notices.
- 2) Distribute Union literature (the time to be with the prior approval of the Department Head).
- 3) Attend negotiating meetings with Employer or its designated representative when mutually agreed upon.
- 4) Transmit communications, authorized by the Local Union or its officers, or the Employer or its designated representative, subject to Article XXXVI, Section (b).

Union Officers and Stewards will limit Union activities on City time to only reasonable and necessary time off the job for implementation of this Article. Further, Union Officers and Stewards will give the City as much advance notice as possible of time to be taken off the job for these duties.

ARTICLE VII - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Director of Personnel or their designated representatives upon the request of either party, but not more frequently than once each month except by mutual consent. Such meetings shall be between not more than three (3) representatives of the Employer and not more than four (4) representatives of the Bargaining Unit, unless mutually agreed.

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. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of Council 25.

Special conferences will be scheduled on regular scheduled City time, (9:00 A.M. to 3:00 P.M.). However, employees will not be paid when the scheduled conference goes beyond the employee's regular quitting time.

Special conferences requests will be scheduled to be heard within ten (10) calendar days of the receipt of the written request unless otherwise mutually agreed. The party requesting the Special Conference shall submit an agenda of the items to be covered and the other party shall respond in writing as to its position within ten (10) calendar days after the Special Conference is heard.

ARTICLE VIII - GRIEVANCE PROCEDURE

A - Time of Answers

Should differences arise between the Employer and the Union as to the meaning and application of the working condition provision of this Agreement, an earnest effort shall be made to settle such differences in the following manner.

Step 1

Any employee who believes that he has a justifiable request or complaint may discuss it with his immediate Supervisor who will attempt to adjust it. The Supervisor shall summon the Steward at the request of the Employee immediately. If the Steward is not available, then a member of the grievance committee will be summoned. When a grievance occurs on a weekend or holiday, the Steward or grievance committee member will be called in, but shall not receive any pay.

If the grievance is not resolved in the verbal state, it may be reduced to writing by the Steward. The aggrieved employee and the Steward shall sign same. The Steward shall be allowed time off from the job without loss of pay. The verbal or written grievance must be filed no later than five (5) working days from the date of cause of grievance or from Employee's first knowledge of grievance.

The Supervisor shall answer the Employee's grievance in writing within five (5) working days of the written grievance or verbal discussion.

Step 2

If the answer is unsatisfactory, the Steward shall appeal the grievance in writing to the Department Head, Foreman and two (2) Grievance Committee Members within five (5) working days.

The Department Head shall meet with the above parties to adjust the grievance and answer in writing within five (5) working days.

Step 3

If a satisfactory adjustment is not made of the grievance at Step 2, the matter may be appealed by the Chapter Chairperson within five (5) working days to the Director of Personnel or his/her designee. A meeting shall be arranged between the Chapter Chairperson and the Director of Personnel or his/her designee and held within ten (10) working days from the date the answer is received from Step 2 of the grievance procedure.

At this meeting there may be in attendance, the Chapter Chairperson, the Steward involved, the grieved employee and Council 25 Representative. Management shall have in attendance the Director of Personnel and/or his/her designee, the Department Head or his/her designee. The Employer may also have an outside representative if deemed necessary by Management.

The Director of Personnel or his/her designee will consider the grievance and the issues involved at this step and give his/her written position in detail to the Chapter Chairperson within five (5) working days from the date of the meeting. It is understood that this Step 3 meeting will be mandatory, per the grievance procedure.

Step 4

If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply from the designated representatives of the Mayor and Council, by written notice to the other, request arbitration. The Chapter Chairman or his designated representative shall be allowed time off his job without loss of pay.

The Employer and the Union shall attempt to select an ad hoc arbitrator within ten (10) working days from the notice to arbitrate. If the parties fail to select an arbitrator within the time limits, the American Arbitration Association shall be requested by either party to provide a panel to choose from under the provision of the American Arbitration Association.

B - Expenses

The expenses for the arbitrator's services and the proceeding shall be borne equally by the

Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

C - Verbatim Record

If either party desires a verbatim record of the proceedings to be made, it may cause such a record of the proceedings to be made, providing it pays for the record. If the other party desires a copy, the cost shall be equally shared.

D - Decision

The decision of the arbitrator shall be final and binding on both parties, and the parties shall be required under the terms of this Agreement to implement the decision forthwith.

E - Powers of Arbitrator

The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The arbitrator shall give his written answer within thirty (30) days.

F - Failure to Appeal/Answer

Failure on the part of the Union to appeal the Employer's answer within the stated time limits, shall be construed as the Union's acceptance of the Employer's last answer, and the grievance shall be considered closed. In the event the Employer fails to give a timely answer, the grievance will move automatically to the next step of the grievance procedure.

G - Working Days Defined

Working days for the grievance procedure shall be defined as Monday through Friday, excluding Saturdays, Sundays and recognized holidays.

ARTICLE IX - EMPLOYEE'S RESIDENCE

All employees must be residents of the City of Lincoln Park while employed by the City of Lincoln Park; except that employees are permitted after five (5) years of service with the City, to maintain their residence within a twenty five (25) mile radius of City Hall. It is understood and agreed that such employees shall have their cash compensation reduced by 1 1/2%. This amount will be deducted from their longevity payment (ie. a person who would normally receive a 3 1/2% longevity payment will receive 2%). Effective July 1, 2000, this penalty no longer applies. All employees must reside within a 25 mile radius of City Hall.

ARTICLE X - VACANCIES AND JOB OPENINGS

(a) At all times, the City retains the right to decide when and if a vacancy exists. It is further agreed and understood that all vacancies declared by the Employer to exist shall be filled within thirty (30) calendar days from the date it is posted.

(b) All vacancies and job openings shall be posted for five (5) working days on all bulletin boards by time clocks before being filled. The Unit Chairperson, or other designated representative shall receive a copy of all such notices and a complete list of applicants within five (5) days of bid closing.

(c) The trial period shall be awarded to the senior applicant possessing the basic abilities. The position shall be awarded to the employee upon completion of the trial period.

If the senior applicant is requesting a transfer from one job to another within the same classification, the employee shall be considered to possess the basic abilities and given the trial period.

If the senior applicant is requesting a promotion, the Employer shall interview the employee to determine if the employee possesses the basic ability to work the trial period. If the Employer feels the employee does not possess the basic ability, he shall provide the Union and the employee with a reason for the disqualification in writing. If the employee disagrees, he shall file a written grievance at Step 2 of the grievance procedure.

Examples of lack of basic abilities shall be, but not limited to, license required by law, qualifications set forth in the posting, which abilities and qualifications pertain to the job, or a physical disability which cannot be accommodated.

(d) Except for the classification of Laborer, any employee filling a vacancy or job opening by promotion or transfer will be given ten (10) working days to prove their ability to perform the job and if unable to qualify, will be returned to their former position, shift and location. Further, if such promoted or transferred employee decides not to accept the job change within five (5) working days, the employee will be allowed to return to their former job, shift and location. The trial period will be extended by the amount of leave days the employee uses during the above mentioned trial period.

For Laborer positions, the trial period will be five (5) working days. The trial period will be extended by the amount of leave days the employee uses. If the employee is unable to qualify or the employee decides not to remain in the new position during the five (5) day trial period, the employee will be allowed to return to their former position, shift and location.

(e) Should an employee be unable to apply for such vacancy or job opening due to his absence from the City, it shall be the responsibility of the employee to keep the City notified of his correct address so that the City may inform him of said vacancy or job opening by certified mail or telegram. Response by the employee through certified mail or telegram indicating his desire to be considered for the vacancy or job opening shall be deemed to fulfill the requirement "Apply in Writing". Failure to respond within five (5) working days of the date of notice shall be construed as forfeiture of interest in said vacancy and job opening.

(f) In the event that new equipment is put into service by any department of the City, and pay rates for the operation of said equipment have not been established under this Agreement, the rates governing such operation shall be subject to negotiation between the Employer and the Union. Rates agreed upon or awarded shall be effective as of the date the equipment is put to use.

(g) Any employee who transfers from one department to another through the bidding procedure shall be restricted from transferring to another department for nine (9) months. The exception to this shall be:

(1) The employee requests a promotion by bidding.

(h) In all cases of transfer, the employees shall have the right to formulate a grievance and the regular grievance procedure shall be followed, as provided hereafter, in the case where the employee objects. The employee shall be entitled to be represented by the Union.

ARTICLE XI - SENIORITY AND PROBATION

Section 1 - New Hires

(a) New employees hired into the unit shall be probationary for the first six (6) months of their employment. Upon completion of their probation period, the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked. Probationary employees shall have the right to bid on vacancies and job openings.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and working conditions, except discharged and disciplined employees for other than Union activity.

Section 2 - Seniority Lists

The seniority of all employees shall commence with the last date of hire by the City of

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 the notices are issued to the employees.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory:

1) Probation employees shall be immediately laid off.

(c) The necessary number of least senior employees shall be removed from the affected classifications in the department affected.

(d) Any least senior employee so removed shall be able to exercise seniority rights to bump:

1) Laterally into the same classification in other departments where his/her seniority entitled him/her.

2) Into any classification which his seniority entitles him first within his/her department and secondly, within the bargaining unit on a city- wide basis, providing that the employee has the qualifications for such position and can satisfactorily perform the duties of said position.

3) If, in the event the employee proves unsatisfactory in the position and is removed by the Employer, such removal may be subject to the grievance procedure.

(e) An employee who has bumping rights as set forth in letter (d) above, shall have the right also to accept the layoff until recalled. Employees taking layoff may not be eligible for unemployment insurance.

(f) The least senior employee who remain unplaced after the reduction in the required classifications and bumping is completed, shall be laid off.

(g) The City may use subcontractors and/or part- time/temporary employees, whichever the City deems is most practical and/or economical, as long as the number of bargaining unit members is no less than forty two (42).

It is hereby agreed that no bargaining unit personnel shall be laid off as a result of subcontracting and that reductions in the bargaining unit shall occur only through attrition. It is further agreed that the working hours of bargaining unit personnel will not be reduced below eight (8) hours per day or forty (40) hours per week as a result of subcontracting.

The City and the Union agrees to form an advisory committee to review whether the cost savings could result from bringing some of the contractual work in-house.

Section 2 - Recall Procedure

(a) The employee retains recall rights equal to his employment seniority or up to first recall refusal of employee.

(b) When the working force is increased after a layoff, laid off employees shall be recalled in the inverse order of the layoff, the most senior employee shall be recalled to the first opening in the classification from which the employee was laid off or, if he had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the City, and shall require that the employee report to his Supervisor within two (2) days after the date of delivery or proof of non-delivery. The employee, if employed elsewhere, will be allowed a fourteen (14) calendar day grace period in which to give proper notice of resignation to said Employer. The employee must then report to work on the next work day following the fourteen (14) calendar day grace period.

ARTICLE XV - SAFETY PROVISIONS AND ACCIDENTS

The Mayor and Council endorse and will make every effort to make working in the City of Lincoln Park a safe and accident free environment. To that objective, the Mayor and Council commits to its employees a safe place to work, and maximum service for the injured employee.

The Mayor and Council will institute safety training programs, and will see that all Supervisory Employees make working safely their number one priority.

Accident prevention programs will be introduced, frequency and severity records will be publicized. First aid stations will be updated and maintained on a daily basis. All housekeeping must be maintained on a commensurate basis, and working safely will become a condition of employment with the City of Lincoln Park.

Supervisory Employees will be trained on how to handle the injured employee, and will be held accountable for the daily safety performance in the work place.

Section 1 - Safety Committee and Functions

(a) A safety committee composed of Union and City representatives has been established by Council Resolution dated February 7, 1972. The parties to this Agreement hold themselves mutually responsible for cooperative enforcement of Safety and Health Rules

and Regulations. The Committee will consist of the required number of Union and City representatives and may meet monthly during regular working hours for purposes of making recommendations to the City for disposition. The Mayor and Council shall appoint one new member each year in March to represent the City. Each member will serve on the Committee for two (2) years.

The City will also designate an Administrator once every two (2) years who shall have the responsibility to endorse the Safety Commissions recommendations, and to pull from service any vehicle or equipment which shall be red tagged and restricted from usage until the safety defect has been corrected. The Safety Administrator shall see that the equipment is not used until repaired. The Safety Administrator shall work in conjunction with the Safety Committee in job accident prevention.

(b) The function of the Safety Committee is advisory and is to be confined to the area of reporting infractions of Safety Regulations where they involve the health and welfare of the employees. Any specialized training scheduled during the regular work hours will be planned and conducted on the recommendation of management and with prior approval of the Mayor and Council.

Section 2 - Equipment and Accidents

(a) The Employer shall not require employees to take out any vehicle or equipment that is not in a safe operating condition or not equipped with the safety appliances prescribed by law, under any circumstances.

If any vehicle or equipment is determined not to be in a safe operating condition, the employee shall return the vehicle and keys to the Motor Pool Foreman, who will in turn issue a red tag for the employee to place on the vehicle.

(b) Any employee involved in any accident shall immediately report said accident to his superior and any physical injury sustained therein, in accordance with existing department work rules.

(c) Employees shall immediately, or at the end of their shift, report all defects in equipment which had been in their custody during said shift. Such records shall be made on suitable forms furnished by the Employer, and shall be made in multiple copies, one to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been examined and found to be safe by the mechanical division of said department.

Should any employee give written notice as prescribed above by the Employer regarding

the unsafe mechanical condition of a vehicle or mechanical equipment, and the condition is not corrected, he shall then refer the matter to the Local Union Representative who shall then discuss the matter with the Department Head. If no satisfactory solution is reached, the Local Union shall then proceed according to the provisions of the grievance procedure.

(d) It shall be the policy of the City to inform the employee of the provisions of the Michigan Statute with regard to Workers' Compensation Insurance, when so requested by the employee or his representative. When an injury occurs, it shall be immediately reported to the Supervisor or other designated authority.

(e) Any employee who fails to comply with any of the provisions of this Article shall be subject to disciplinary procedures. Compensation for job related injury shall be under Workers' Compensation laws and other provisions found in this agreement.

(f) "Light duty" shall be allowed to employees based upon circumstances where there is available work for the "light duty" and medical certification has been obtained that the employee is medically capable of performing the particular "light duty" assignment. Employees will be assigned light duty if job duties are available that accommodate the employee's medical restrictions.

Section 3 - Prescription Glasses - Safety

The Employer shall provide all employees with plano safety glasses and shall be OSHA approved. If an employee requires prescription glasses, the City shall provide the employee with safety glasses, provided the employee submits to examination by City designated optometrist for City examination. Bifocal lenses will be cut in Executive Style. Frames other than those approved, non-prescription tints and photo-gray shall be paid by the employee. Prescription glasses will not be replaced or examination given any oftener than every twenty-four (24) months except for documented medical proof of extreme change.

Prescription safety glasses and regular safety glasses that are broken and/or damaged during the twenty-four (24) month period will be replaced when broken and/or damaged glasses are turned in to the Personnel Department.

Section 4 - Safety Shoe Requirement

It shall be mandatory for employees to wear MIOSHA approved safety shoes. Effective July 1, 1995, each employee shall receive a \$150.00 voucher, each year, to be used toward the purchase of safety shoes. The City will make the necessary arrangements with a safety shoe vendor for an on site visit.

Employees not taking advantage of the on site vendor, may purchase their shoes elsewhere and turn in their voucher and original receipt to the Personnel Office for reimbursement no later than September 30th of each year.

ARTICLE XVI - WORKING HOURS

Section 1

For the employees of the Department of Public Services, Sewer, Water, Parks and Motor Pool, the regular work week shall consist of eight (8) hours per day and forty (40) hours per week with the work week ending on Friday. The time schedule for the regular daytime shift shall be from 7:30 A.M. to 3:30 P.M., which shall include a 1/2 hour paid lunch period from 12:00 P.M. to 12:30 P.M. Lunch periods shall be on the job site. It is agreed that this provision will be reviewed between the parties after one (1) year of its implementation, and if necessary, be the subject of negotiations. City Hall employees shall work the hours set by the Council under the direction of their Department Heads, subject to negotiations with the Union if a problem should arise.

The exception to the above shall be as follows:

The Community Center:

Midnights	12:00 A.M. to 8:00 A.M.
Days	7:30 A.M. to 3:30 P.M.
Afternoons	4:00 P.M. to 12:00 A.M.

Section 2

No employee shall have his/her work shift changed during the work week unless that employee is paid overtime for all hours worked in the first changed shift. Individual shifts shall not be changed to avoid overtime.

ARTICLE XVII - OVERTIME

Section 1

A. Any work performed at any time in addition to the regular work day or week shall be paid as follows:

1. Time worked over eight (8) hours in any one (1) day or over forty (40) hours in any one (1) week shall be paid at one and one half (1 1/2) times the regular rate of pay.
2. All time worked in excess sixteen of (16) consecutive hours, in a twenty four (24) hour period, shall be paid at double (2) time the regular rate of pay, which would include the employee's normal shift.

3. All work performed on Saturday shall be paid at one and one half (1 1/2) times the regular rate of pay, except where Saturday work is part of the regular work week of the employee. Provided, however, that the work week will not be changed for any employee except by mutual agreement.

4. All work performed on Sunday shall be paid at double (2) time the regular rate of pay.

5. All work performed on holidays included in this Agreement, shall be paid at double (2) time the regular rate of pay plus holiday pay.

6. When an employee works in excess of 14 continuous hours (including their regular shift) the first 16 hours will be paid at time and one half (1 1/2), if the employee is called into work prior to the start of their shift. Above 16 hours shall be paid at double time. If an employee starts his regular shift and goes beyond the 14 hours, overtime shall be paid in accordance with paragraphs 1 and 2 above.

Hours worked 14 hours or less shall be paid as provided in paragraph A (1) above.

B. An employee required to work over three (3) hours beyond his/her normal quitting time shall be permitted a lunch break of thirty (30) minutes.

C. All overtime hours shall be divided among the employees who have completed the normal work hours in the week in which the overtime is required. Paid leave time will be counted as time worked for the purpose of this provision; however, no employee will be permitted to work if he is on leave on the day the overtime is required. Said overtime shall be assigned as outlined in Section 2.

Section 2 - Equalization of Overtime

A. The employee with the least amount of overtime will be given the first opportunity to work available overtime on his/her job. His/her job shall be defined as that job and shift to which the employee is assigned on a regular basis. In the event the overtime is an extension of the normal work day, Management shall have the prerogative to maintain those people currently on the project until the project is completed, if it is an emergency such as interruption of water service and/or sewer service, public health or safety hazard, or for other work not to exceed two (2) hours.

B. Any employee refusing to work overtime will be charged with such refusal regardless of cause.

C. Refused overtime hours under this Section will be charged in an amount equal to the amount the employee would have been charged had the employee worked.

D. Overtime pay hours are to be charged in the amount of converted hours paid over forty (40) hours in any work week including holiday and overtime or off schedule worked on a holiday, and will be paid in the same pay period in which they are worked.

E. Overtime will be posted every two (2) weeks and will not exceed eight (8) hour increments between employees working within the same classification, when at all practical.

F. All overtime hours will be recorded on a continuing basis and shall be reverted to zero (0) each July 1st. Employees transferring into a department will be charged with the maximum number of hours recorded within the employee's classification.

G. Any scheduled weekend overtime shall be posted above the time clock before Thursday's shift ending.

H. If all eligible employees within the Department have been offered the available overtime and Management is still in need of additional manpower, then the Foreman shall call qualified employees from the City Wide Overtime List. If additional manpower is still required, then the employee in that department with the least amount of overtime hours shall be required to work.

I. If an employee accepts overtime, in accordance with Section A, and fails to report as instructed, he/she shall be considered as AWOL and disciplined as such. Verifiable illness or emergency will exempt this provision.

J. When the department attempting to call for overtime purposes reaches a responsible member of the immediate family, and the employee cannot be contacted, the employee will be charged with hours available. "Responsible person" shall be defined as any member of the immediate family over twelve (12) years of age.

K. If an employee holds a position where overtime is not likely to occur on his/her job (ie. Meter Reader, Administrative Clerk), that person shall have the right to waive, in writing, all rights to any and all overtime and their name shall not appear on any overtime list. Should that employee change his/her mind, the waiver must be withdrawn, in writing, and they shall enter the list with the highest number of hours currently listed. All waivers must be mutually agreed upon, in writing, by Management.

MEMORANDUM OF UNDERSTANDING

(10-22-86)

It is hereby agreed to by the parties that employees temporarily assigned to a different

department, shall be placed on that department's overtime list, after they have worked in that different department for forty (40) consecutive hours. With the understanding prior to the above mentioned forty (40) consecutive hours worked, such temporary assigned employee will remain on his/her regular assigned department's overtime list. This above mentioned temporary assignment will not be abused and this memorandum of understanding will become a part of the Labor Agreement.

In addition to the above, those employees so temporarily assigned against their will shall be assigned overtime at the newly temporarily assigned location in accordance with their total accumulative seniority and be entitled to any and all overtime assignments beginning with such temporary change in location. Further, such employee assigned against his/her will, will return to his/her normal location with overtime hours frozen back to his/her initial temporary assignment.

Exception - Any employee forced into a temporary assignment in a different department will enter said temporary position at zero overtime hours or any accumulated hours previously charged in that department. These hours shall remain separate from city wide overtime hours. Further, any and all other overtime assignments will be in accordance with the Master Agreement.

SNOW REMOVAL OVERTIME ORDER FOR NON-LABOR WORK FOR TRUCKS AND EQUIPMENT:

1. Truck Drivers and one Equipment Operator
2. Low overtime hours between remaining operators and semi-drivers. (These qualifications call for operation of snow removal equipment)
3. Low overtime hours between Aerial Platform, Sign Truck, Administrative Clerk, and Maintenance. (These classifications do not call for operation of snow removal equipment)
4. Low overtime hours between all other employees.

SNOW REMOVAL OVERTIME ORDER FOR LABOR WORK:

1. Laborers
2. Lowest overtime all employees
3. City wide

CEMENT CREW OVERTIME ORDER:

1. Cement Crew
2. Laborers
3. Lowest overtime hours all employees
4. City wide

NOTE: ALL OTHER OVERTIME WILL BE WORKED ACCORDING TO CLASSIFICATIONS AND LOWEST OVERTIME IN THAT CLASSIFICATION FOR THE SPECIFIC JOB NEEDS.

Section 3 - Overtime Requirement

An employee is not eligible for overtime unless he/she has worked his scheduled work day. If an employee is absent on Friday, for any reason, with the exception of jury duty, he will not be considered for overtime on that Saturday or Sunday; nor will the Acting Foreman, if he has been Acting Foreman for 40 or more consecutive hours; however, the employee will be allowed to work if all other employees eligible have been offered the opportunity to work. Probationary employees, will be given the opportunity to work after all others, with the exception of the Acting Foreman, have been offered the opportunity. If all employees qualified to do the work have been offered the opportunity to work, then the Acting Foreman shall have the right to work providing that he is not acting in a supervisory capacity on the overtime assignment.

Grievance settlement #5-88, dated August 17, 1988: The words Saturday/Sunday shall include the following Monday of a holiday weekend. Therefore, an employee who is absent, for any reason on a Friday before such a holiday weekend, will not be eligible for overtime on Saturday, Sunday or the following Monday.

Employees who are on "light or restricted duty" shall not be permitted to work on any overtime assignment.

Section 4 - City Wide Overtime

- A. If Management needs more manpower than is currently available within the Department, that Department shall call employees from the City Wide Overtime List.
- B. The City Wide Overtime List shall consist of those people who sign up for overtime in a department other than their own during the sign up period, which shall be from June 15 through June 30 of each year. Exceptions will be made for new employees and employees transferring out of a department, but wishing to be eligible for City Wide Overtime in the department they have just left.
- C. If the work required is that of a classification for which there is an exact match, then that person with that classification shall be called first respecting all other seniority and equalization provisions.

If there is no exact match for the classification, then the employee will be called on the basis of ability to do the job, respecting all other seniority and equalization provisions.

D. If an employee refuses City Wide Overtime in the same department two (2) consecutive times, that employee's name shall be removed from the City Wide Overtime List for that department for the remainder of that sign up period. The employee may sign up again during the next sign up period.

E. It shall be the responsibility of each employee to inform all affected departments of any changes in phone number or contact procedures.

ARTICLE XVIII - SHIFT DIFFERENTIAL

Work regularly scheduled at other than the regular day shift shall be a premium of fifteen cents (.15) per hour for the afternoon shift, and twenty cents (.20) for the midnight shift above the regular rate of pay. For the purpose of shift differential, the hours are established as follows for the Department of Public Services, Water, Sewer and Parks:

- (a) The FIRST shift (midnights) is the shift starting at 11:00 P.M. to 7:00 A.M.
- (b) The SECOND shift (days) is the shift starting at 7:30 A.M. to 3:30 P.M.
- (c) The THIRD shift (afternoons) is the shift starting at 3:00 P.M. to 11:00 P.M.

Effective 7-1-88, work regularly scheduled at other than the regular day shift shall be a premium of twenty five (.25) per hour for the afternoon shift.

ARTICLE XIX -EMERGENCY HOURS AND STANDBY

Section 1 - Emergency Duty

- (a) Any employee reporting for emergency duty shall be guaranteed at least two (2) hours at the rate of one and one-half (1 1/2) of their regular rate of pay.
- (b) Any employee reporting for emergency work on a Saturday shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1 1/2) of their regular rate of pay.
- (c) Any employee reporting for emergency duty on a Sunday shall be guaranteed at least three (3) hours pay at a rate of double (2) times their regular rate of pay.

Section 2 - Standby

- (a) The weekend standby man for the Water Department will be guaranteed a payment for six (6) hours at straight time for Saturday and six (6) hours at straight time on Sunday. The daily standby man shall be guaranteed two (2) hours daily at one and one-half (1 1/2) of his regular rate of pay for the period Monday through Friday. If the member assigned

to standby for the weekend calls in sick on Friday, they will not be eligible for weekend standby.

(b) The standby man is to be called in for emergency work (example-main breaks) only when all other available employees in that department are working on emergency call ins.

(c) If standby man is the ONLY MAN AVAILABLE, then in addition to his standby pay, he will start his time and one and one half (1 1/2) pay immediately upon start in to work with the emergency crew. (Letter of Understanding #1)

ARTICLE XX - SOCIAL SECURITY

All employees in this bargaining unit shall come under the Social Security Act. All employees of this bargaining unit, except part-time employees, shall be covered by the City's Pension System. Provided, however, that membership in the City Pension System shall be determined by the Municipal Employees Retirement System Board of Trustees.

ARTICLE XXI - SICK LEAVE

(a) No employee shall be paid sick leave for four (4) or more consecutive days of continuous illness except upon the presentation of a satisfactory medical certificate.

(b) Sick leave shall be computed from the date of an employee's induction into service at the rate of eight (8) hours per month of service and credited to the employee's sick leave account on July 1, of the following year. Sick leave cannot be taken prior to July 1, of the employee's first year of employment, except with medical certification and such time will be deducted from the employee's personal time. If no personal time is available, the employee must take this time without pay.

Under no circumstances shall any employee be allowed to use sick time which has not yet been credited to the employee's book time, except under Section (f) of this Article.

(c) Sick leave accumulation shall be limited to sixty (60) days (480 hours). Any accumulation beyond 480 hours shall be compensated each fiscal year at the wage prevailing, including COLA, as of July 1st each year; to be paid in August of each year.

(d) In the event that an employee shall retire or die while in active service of the City, the employee or his/her legal heirs, shall be paid in full to the date of his/her retirement or death for his/her accumulated sick leave.

(e) Any job related injury to an employee which requires medical treatment and results in

lost time shall be compensated in the following manner:

The City shall pay the difference between Workers' Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the employee's sick leave, until such sick leave is exhausted, if the employee chooses.

(f) In the event of confining illness, and providing the sick leave accumulation has been exhausted, the Mayor and Council may authorize an extension of leave to the extent of five (5) days for each year of service, but not to exceed an additional thirty (30) working days. The employee shall be required to repay the additional authorized days from his future sick leave accumulation upon his return to service. All decisions of Council shall be made on a case by case basis with due consideration being given to the merits of each situation. (Letter of Understanding 3-5-84)

(g) For Long Term Disability Insurance see Article on Insurance.

(h) SICK LEAVE INCENTIVE PROGRAM

It is the joint goal of the City and the Union to reduce or eliminate any unauthorized or unnecessary sick leave among employees and to prevent any abuses of the sick leave program. Falsification of a sick leave request form shall subject the employee to disciplinary action.

It is hereby recognized that sick leave abuse is a cost to the City and that a reduction of such cost should be encouraged. Accordingly, any employee having no time off due to illness in any contract year shall be entitled to three (3) additional vacation days which shall be credited immediately upon the commencement of the following contract year. Employees having one (1) sick day in any contract year shall be entitled to two (2) additional vacation days which shall be credited immediately upon commencement of the following contract year. Employees having two (2) sick leave days in any contract year shall be entitled to one (1) vacation day which shall be credited immediately upon commencement of the following contract year. Employees having three (3) or more sick days in any contract year shall not be eligible for any additional vacation days.

(i) Effective July 1, 1985, members shall be entitled to participate in the Sick Leave Incentive Program (S.L.I.P.) which shall provide cash benefits as follows:

Employees having no incidents of sick leave usage in any fiscal year shall be entitled to a cash payment of two hundred, forty and 00/100 (\$240.00). Employees having one (1) sick leave usage incident in any fiscal year shall be entitled to a cash payment of one hundred, sixty and 00/100 (\$160.00). Employees having two (2) sick leave incidents in

any fiscal year shall be entitle to a cash payment of eighty and 00/100 (\$80.00). Employees having three (3) or more sick leave incidents shall not be eligible for any benefits under this program. A sick leave incident shall be defined as any loss of work as a result of non-job related injury or illness. A sick leave incident may consist to be a one (1) hour absence, or in the case of a more serious illness or injury, multiple days of continuous absence.

Sick leave improvement benefits shall be paid to employees no later than sixty (60) days following the end of the fiscal year.

(j) Employees must complete one (1) fiscal year of employment to be eligible for any benefits under the Sick Leave Incentive Plans; and such benefits will not be pro- rated upon termination.

ARTICLE XXII - SPECIAL LEAVE

Section 1 - Bereavement

(a) Upon a showing of necessity to the satisfaction of his/her Department Head, an employee will be granted bereavement leave in accordance with the following schedule:

1) Bereavement leave, not exceeding five (5) days will be granted to an employee as a result of the death of:

Spouse, Child, Parent, Sister, Brother, Stepparents, Stepchildren

2) Bereavement leave, not exceeding three (3) days shall be allowed in the case of death of :

Mother-in-law	Father-in-law
Son-in-law	Daughter-in-law
Brother-in-law	Sister-in-law
Grandparents	Grandchildren

NOTE: If the funeral is over 250 miles from Lincoln Park, an additional two (2) days bereavement leave is granted for above classes only.

3) Bereavement leave not exceeding one (1) day will be allowed in the case of death of:

Niece	Aunt
Nephew	Uncle

An employee will be granted ten (10) days leave with no loss of pay for attending the

overseas funeral of any of the named relatives.

(b) In addition to the above provisions governing Special Leaves, the City shall permit an employee who is selected as a pallbearer for a deceased member of the bargaining unit a one (1) day bereavement leave, provided that no more than two (2) employees in any department shall be allowed this leave for any one (1) funeral.

Section 2 - Personal Leave

(a) Effective July 1, 1997, employees shall be granted a total of eight (8) personal leave days, non-accumulative.

(b) Any employee hired after July 1, 1997, shall be granted a total of six (6) personal leave days for their first year and shall be pro-rated for their first year from the date of hire until the end of the fiscal period as follows:

0 - 3 months service	1 day
4 - 6 months service	2 days
7 - 9 months service	4 days
10 - 12 months service	6 days

(c) It is understood and agreed that request for personal leave will be honored (except that such leave cannot be taken in less than one (1) hour increments which shall be taken at the beginning or end of the employee's shift, unless preapproved by the Superintendent or designee) if the employee gives four (4) hours advance notice before the end of his shift to his Foreman. If special circumstances do not permit an employee to give this notice, the Employer will still honor the request upon verification of such request. In the DPS department, a maximum of 8 employees will be granted requests for time off. Exceptions to this shall only be granted by the Superintendent. Workers Comp and bereavement shall not be counted toward the 8 employee maximum.

Section 3 - Jury Duty

Employees called for jury duty will supply copy of notice to the Personnel Department, and upon receiving jury duty pay, will endorse the check they receive from the court, less itemized expenses and turn same over to the Controller, who, in turn, will authorize the Payroll Department to pay the employee his/her full pay for the day or days served on jury duty.

ARTICLE XXIII - LEAVE OF ABSENCE

(a) Leaves of absence for reasonable periods of time not to exceed one (1) year will be granted without pay or accumulation of holidays, sick leave, personal leave, vacation

leave except the leaves as noted in section titled EXCEPTIONS, for:

- 1) Serving in any elected position (public or union)
- 2) Maternity leave
- 3) Illness leave (physical or mental, certified by the Health Officer)
- 4) Serving in an appointed position with the Local Union Council or the International Union
- 5) Prolonged illness in the immediate family certified by the City Health Officer
- 6) Above leave may be extended for like cause
- 7) Personal leave, however, not including employment for any other employer except the Union

EXCEPTIONS:

- 1) Seniority date shall remain the same
- 2) The City agrees to continue insurance premiums up to a maximum of six (6) months from date leaves begin for illness leave (physical or mental)
- 3) Vacation and longevity payments shall be based on the following schedule:

Ten (10) or more days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service for the above benefit allowances, but in no event shall credit be given for more than one (1) year of service.

(b) Any employee returning to work after being on leave for reasons listed in this paragraph shall be required to present medical proof of physical or mental fitness before returning to work.

Notwithstanding the Family and Medical Leave Act, which is hereby incorporated by reference into the contract, Article XXIII, Leave of Absence shall continue to be in effect including provisions with regards to eligibility, length and scheduling of unpaid leave, insurance benefits, and bumping rights upon return.

(c) 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 leave of absence for periods of one (1) year, without pay and upon their return, shall be re-employed at work with accumulated seniority.

(d) The City shall post such vacancies of more than one hundred, twenty (120) calendar days of leave.

(e) It is agreed that the employees returning from a Union position or other leave, will be allowed to place themselves by bumping the same or lower classification they held previously in which their seniority permits and for which they are qualified. Those employees returning from the above leave, earlier than requested, will be placed in the first opening in the same or lower classification he previously held subject to his seniority and qualifications.

ARTICLE XXIV - MILITARY LEAVE

(a) Employees leaving for State or Federal Military Service shall receive benefits for job retention, seniority, and return to employment under the provisions of any applicable laws that are in effect at that time.

(b) Council Resolution #79-722 - Policy #9 "By Councilman Hunt, supported by Councilman Mitchell.

RESOLVED, that any employee or appointed officer of the City of Lincoln Park who is a member of a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered to active duty training or inactive duty training. A temporary military leave of absence for such purpose shall be with pay equivalent to the difference between the employee's military pay and his regular City salary for each day of absence from scheduled City employment, if the military pay is less for those same days. Such leave shall not exceed ten calendar days of absence from scheduled employment in any calendar year. Continuous City service shall be allowed for the period of temporary military leave of absence.

The person requesting such temporary military leave shall provide the City with reasonable notice thereof, so as to allow sufficient time for rescheduling of personnel, and shall follow the following procedure:

- 1) Requests for temporary military leaves shall include the inclusive dates of leave.
- 2) A copy of the military document ordering such person to report for training shall be submitted with the request if it is available; if not, it shall be submitted as soon as it is received.
- 3) Immediately following return to duty from temporary military leave, such person must submit a statement of earnings secured from the military paymaster which includes basic gross daily rate of military pay.
- 4) Such person need not submit a statement of earnings from the military paymaster

when requesting a temporary military leave of absence without pay, or has elected to use annual leave credits to cover the entire period of leave.

5) Adjustments in compensation will be reflected in such person's paycheck following receipt of statement of earnings from the military paymaster. Such military statement of earnings shall be submitted to the City immediately upon receipt.

This resolution shall be included in the General Policies and Procedures Manual and shall be known as Policy No. 9.

This resolution is effective August 30, 1979. Motion unanimously carried."

ARTICLE XXV - WORK CLASSIFICATIONS

If an employee is required or assigned to work "temporarily" in a higher classification, then they shall receive the rate of pay of that classification. If the employee is required or assigned to work in a lower classification, it shall not result in a loss of pay.

The term "temporarily" shall mean a period of time exceeding one (1) hour, and shall not be construed to include casual work assignments, or when being trained to perform the work in a higher work classification.

When a new job is created in the Chapter A bargaining unit and cannot be properly placed in an existing classification, the Employer will establish a classification, rate structure and description to apply. In the event the Union does not agree that the rate, classification and description is proper, the Union and the Employer shall meet to negotiate the above requirements.

ARTICLE XXVI - VACATIONS

The City will grant vacations on the following schedule:

(a) Employees hired after October 30, 1975, shall be covered by the following schedule:

1 thru 2 years	11 days (88 hours)
3 thru 4 years	13 days (104 hours)
5 thru 9 years	19 days (152 hours)
10 thru 14 years	22 days (176 hours)
15 thru 19 years	24 days (192 hours)
20 years and over	26 days plus 1 day per year after the 20th year with a maximum of 31 days (248 hours)

Employees hired after July 1, 1990, will have two (2) days deducted from the above vacation schedule for the first four (4) years of employment.

(b) Vacation time may be accumulated by request for two (2) years upon prior approval of the Department Head.

(c) Absence from duty or vacation with pay shall be allowed after one (1) year service, but only to the extent of vacation credits earned or accumulated.

(d) Unused vacation time shall be paid to the employee upon separation from service or to his or her legal heirs in the case of death, and shall be pro-rated from anniversary date to time of separation.

(e) Three (3) weeks notice should be given for advance payroll checks.

(f) For vacation purposes, anniversary date will be used for computation of time, and shall be pro-rated for time worked less than one (1) year.

(g) Vacation selections shall be based on seniority. Anyone scheduling his/her vacation on or after March 15th of each year shall not be permitted to bump a less senior person whose vacation was scheduled previous to March 15th.

(h) Vacation time will be taken in a minimum of four (4) hour increments with additional one (1) hour increments, and shall be scheduled two (2) working days in advance. All vacations will be approved by the Department Head and shall in no way conflict with the work schedule of the department. If two (2) men apply for the same vacation off, the senior man shall have first choice.

(i) The City will post the vacation requests made previous to March 15th on or before April 1st of each year on the Union bulletin board.

ARTICLE XXVII - HOLIDAYS

(a) Employees shall be granted a paid holiday with pay when the following holidays fall on a regular work day:

New Year's Day	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Fourth of July	Christmas Day
Labor Day	Last working day before New Year's Day
Veteran's Day	General Election Day
Good Friday	President's Day
Thanksgiving Day	Martin Luther King's Birthday

When any of the said holidays fall on a Saturday, Friday shall be a paid holiday; or on Sunday, Monday shall be a paid holiday; provided, however, that no employee shall receive holiday pay unless he/she shall have reported for work on the regular work day immediately preceding and following said holiday, except where employee's absence is based upon bank time or vacation time authorized in writing in advance, or is due to sickness certified by a licensed physician.

(b) If and when the Mayor deems it necessary for the safety and welfare of its citizens and employees to close City Hall due to severe winter weather, members of this bargaining unit who actually work the day that City Hall closes shall be allowed to take a floating holiday, which shall be used before the end of the fiscal year in which this occurs. This floating holiday shall be subject to manpower permitting and shall only occur if City Hall is closed for a complete eight (8) hour business day. It is further understood that this floating holiday cannot be taken in hourly increments.

ARTICLE XXVIII - LONGEVITY

(a) Members shall receive the following annual longevity payments based on the employee's date of employment with the City:

5 to 9 years.....	1 1/2%	of base rate, not including COLA
10 to 14 years.....	2 1/2%	of base rate, not including COLA
15 to 19 years.....	3 1/2%	of base rate, not including COLA
20 to 24 years.....	4 1/2%	of base rate, not including COLA
25 to 29 years.....	5 1/2%	of base rate, not including COLA
30 years and over...	6 1/2%	of base rate, not including COLA

Effective July 1, 1992, the amount of longevity payment received by an employee shall be

frozen at the 7-1-92 amount (ie. no increased for service or base rate as provided above). However, employees who have less than five years of service, will be allowed to obtain the first increment (1 1/2%) of longevity and that amount shall be frozen thereafter.

(b) Longevity payments shall be made to each employee on the 15th and 30th of the month after the employee's anniversary date.

(c) For the purpose of longevity payments and vacations: Should an employee have a break in service, non- continuous service shall not be treated as continuous service (except for work related injuries/illnesses). Service shall be granted for time actually worked, after the employee has completed five (5) consecutive years of service.

(d) In the event of termination of service, longevity shall be pro-rated to the date of termination of service.

(e) Any employee who moves outside the City of Lincoln Park and maintains residence within a 25 radius of City Hall shall have their longevity payment reduced by 1 1/2%. This section will no longer apply after July 1, 2000.

ARTICLE XXIX - INSURANCE

Section 1 - Hospitalization

(a) The City agrees to the following insurance coverages: The Blue Cross/Blue Shield coverage shall be the plan designated as MVF-2 and shall include the following riders - Master Medical III and ML, \$2.00 co-pay drug rider, and shall be up to full family coverage, or the Blue Care Network program as hereinafter set forth.

Effective upon ratification of this agreement, the following changes shall be made to the Blue Cross/Blue Shield plan: MVF-1 with convalescent care rider, \$5.00 copay drug rider for generic drugs and \$10.00 copay for non-generic drugs, and deductibles for Master Medical to \$100.00 for single subscriber and \$200.00 for family subscriber. The City will pay the costs of premiums for retiree, spouse and eligible dependents of this medical coverage or equivalent.

In lieu of the above plan, if the employee so desires, the City will provide an insurance plan which will be the following: The equivalent Blue Cross/Blue Shield Metropolitan Health Plan.

(b) Effective December 6, 1979, Medical First Aid Rider with reciprocity agreement and Reasonable and Customary cost for doctors fees (FAE-RC-V-ST) shall be added.

(c) Effective July 1, 1990, the City shall pay in cash, \$180.00 per month to those employees who elect not to participate in any of the City's health insurance programs.

(d) Effective July of 1984, the City shall pay to any member electing to switch from Blue Cross/Blue Shield coverage to BCN coverage, the sum of two-hundred dollars (\$200.00) as a pre-payment of earned savings. Effective April of 1985, participating members shall be paid the balance of earned savings at that time (pro-rated from July to April).

Effective April 1986, participating members shall be paid in a lump sum equal the actual cost savings between BCN coverage and Blue Cross/Blue Shield coverage (example: member signs up in April 1985, will receive payment in April 1986). April being the annual re-opening date. Employees currently receiving this benefit as of 7-1-00 shall continue, and no other employees are eligible to select this option.

Any member receiving the bonus in July of 1984, and is separated from City employment subsequently, shall be required to repay any overpayment that he/she may have received as of the date of separation.

Employees hired after July 1, 1984, will be provided with Blue Care Network coverage or HAP or any other HMO which may mutually agreed to; unless such member wishes to pay the difference between this HMO and Blue Cross/Blue Shield through payroll deductions.

Participating employees, effective in April of 1985, may revert back to Blue Cross/Blue Shield coverage should they choose.

Section 2 - Life Insurance

Effective upon notification from Unicare, the City shall, at no expense to the employee, provide for a death benefit in the amount of \$30,000.00 Term Life and \$30,000.00 Accidental Death and Dismemberment policy for active employees and further, shall provide a death benefit of nine thousand dollars (9,000) for retirees who retire after 7-1-97. Employees shall no longer be entitled to a paid-up policy and such policies may be cashed in by the employee.

Section 3 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan. Plan details may be found in the handbook dated January 1, 2000.

Section 4 - Optical Benefit

The City will pay the full monthly premium on the existing optical plan. Plan details may be found in the handbook dated January 1, 2000.

Section 5 - Insurance for Probationary Employees

All insurances for probationary employees shall be effective the first of the month following the month of hire for dental, optical and health. Long Term Disability shall be effective one (1) year from the date of hire.

Section 6 - Long Term Disability Insurance

Effective March 31, 1981, the City will provide Long Term Disability Insurance for employees after one hundred, eighty (180) days of disability. Employees will receive sixty percent (60%) of monthly base wage until age seventy (70) or death with normal offset by Family Social Security, Workers' Compensation benefits, Salary continuation or Veteran's benefits if for the same injury or illness.

LETTER OF UNDERSTANDING

It is hereby agreed and understood that after ratification of the 1986/89 Labor Agreement, this Labor Agreement shall be re-opened for the sole purpose of discussing and/or implementing changes to the present Long Term Disability Insurance coverage.

ARTICLE XXX - HOURLY WAGE

Section 1 - Wage Adjustment

- (a) Effective July 1, 1999, the City agrees to an across the board increase of three percent (3%) for all employees covered by this Agreement.
- (b) Effective July 1, 2000, the City agrees to an across the board increase of two percent (2%) for all employees covered by this Agreement.
- (c) Effective July 1, 2001, the City agrees to an across the board increase of three percent (3%) for all employees covered by this Agreement.

Section 2 - Cost of Living (COLA)

The amount of any cost of living allowance in effect will be paid biweekly and shall include overtime, vacation, holiday pay and sick leave. The cost of living allowance is set at \$.35 per hour. It is further understood that COLA will be paid as straight time for overtime hours.

ARTICLE XXXI - CLASSIFICATION

- (a) Attached to and as a part of the Agreement is a Classification Plan; provided, however, that the existence of these classifications does not necessarily create a man for each classification; and provided, that these classifications are a basis for future

operations and not a basis for past, real or imagined grievance against management.

(b) The City agrees to upgrade all Mechanic classifications to the rate and classification of Diesel Mechanic.

ARTICLE XXXII - UNIFORMS

Effective 7-1-93, the City will provide each employee uniforms as follows:

Motor Pool, Water & Sewer Departments - six (6) uniforms per year, per employee.

DPS, Parks & Recreation, Meter Readers, Janitors and all other full time employees - four (4) uniforms per year, per employee.

Uniforms will be ordered through contractors/vendors by the City as well as having them cleaned. The City will choose the color for each department. Uniforms may have department patch and name (I.D.) patch.

It will be the employee's responsibility to wear said uniforms in a clean and presentable condition.

Effective July 1, 2000, employees shall receive a \$100.00 clothing allowance each fiscal year. The employee is to supply their own Carhart coat with department patches per the City's specifications. Reimbursements shall be provided for work related items only, and receipts must be provided to the Personnel Department no later than June 1st of each year. The City will provide patches for coats.

ARTICLE XXXIII - TOOL ALLOWANCE

(a) A tool reimbursement of three hundred, twenty five dollars (\$325.00) will be paid each contract year for those personnel carrying the classification of Mechanics, Gas & Diesel, and Welder/Fabricator to perform their jobs and reimbursement will be made upon proof of purchase.

ARTICLE XXXIV - CERTIFICATION INCENTIVES

(a) Effective 7-1-87, a one time only payment of twenty five dollars (\$25.00) will be paid to any Motor Pool employee who obtains a mechanics certification. Said twenty five dollars (\$25.00) is per certification with a maximum of ten (10) certifications.

(b) Effective 7-1-87, a one time only payment of fifty dollars (\$50.00) will be paid to any Water/Sewer employee who obtains the S-3 and S-4 certification; a payment of one hundred dollars (\$100.00) will be paid for any Water/Sewer employee who obtains the S-2 certification; and one hundred, twenty five dollars (\$125.00) for any Water/Sewer employee who obtains the S-1 certification.

Any employee, as of July 1, 1987, currently holding the above certifications, (per Section (b) only) shall be paid the incentive as set above.

ARTICLE XXXV - GENERAL PROVISIONS

(a) Anyone unable to report to work must notify his/her Foreman before 7:30 A.M., for the day shift and fifteen minutes before the start of the afternoon or midnight shift. Anyone failing to do so may be penalized up to one (1) day without pay. Extreme emergency shall exempt this paragraph. Continued offense of not calling in will lead to progressive penalties up to and including dismissal. (A recorder will be provided.)

(b) The penalty for punching a time card other than your own shall be:

- 1) First Offense 1 day off
- 2) Second Offense 2 days off
- 3) Third Offense Suspension

(c) Coffee Breaks

Each employee shall be entitled to two (2) coffee breaks each work day, not more than fifteen (15) minutes in the A.M. and not more than fifteen (15) minutes in the P.M. Coffee breaks shall be taken as conditions warrant and at the discretion of the Supervisor.

(d) Wash up time shall be allowed ten (10) minutes before the lunch break or the shift break. Those employees, however, who shall have their lunch break away from the work premises shall be requested to punch out their time cards at wash up time and punch back in upon return to the work premises. Those employees who do not leave the work premises shall not be required to punch out for the wash up and lunch break. Wash up time for lunch break shall not apply while the paid lunch is in effect.

(e) Any employee required to work through the lunch period of 12:00 P.M. to 12:30 P.M. shall have the option of being paid one half (1/2) hour at one and one half (1 1/2) time or going home one half (1/2) hour early, whichever the employee chooses.

(f) Tuition - Training and Education Programs

The City shall pay for tuition costs for training and education programs as outlined in the City's Education and Travel Policy.

ARTICLE XXXVI - BULLETIN BOARDS

(a) The City agrees to provide the Union with bulletin boards in all City buildings where Union employees are regularly employed. The bulletins are to be restricted to the following types of notices:

- 1) Recreational and Social Events of the Union.
- 2) Union Meetings.
- 3) Union Elections and Results
- 4) Reports of Union Committees
- 5) Ruling or Policies of the Union.

The City will purchase materials necessary for the construction of new bulletin boards. The bargaining unit employees holding the maintenance classification will perform this work during normal working hours within thirty (30) days following ratification of this 1994/1997 agreement.

(b) Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or anything reflecting upon the City or its employees' character, shall be in violation of this Article and shall entitle the City to request the Union to remove such material.

(c) Anything to be posted on Union bulletin boards must be approved and initialed by the Chapter Chairman or Local President prior to being posted.

ARTICLE XXXVII - PART TIME/VOLUNTEER PERSONNEL

Part time/volunteer personnel may be used in the City Community Center based upon the following guidelines:

1. Part time employees are not allowed to give orders or supervise full time employees.
2. Part time employees cannot do any mechanical repairs to the Zamboni other than to

push it off the ice in case of breakdown.

3. Part time employees cannot make repairs to dashboards or plexiglass, except as necessary to continue operation.
4. In regard to plumbing, heating, electrical and/or air conditioning units and fixtures, no mechanical repairs other than is necessary to stabilize in an emergency situation.
5. No mechanical repairs to the compressor.
6. No permanent construction.
7. No assistance by part time personnel to volunteer groups working on specific projects.
8. Part time/volunteer personnel are prohibited from operating any city equipment other than the Zamboni, and that, only on weekends. Provided however, that exceptions to this provision may be permitted upon the mutual agreement of the parties hereto.
9. Any volunteer work to be done is to be mutually agreed upon by the City and the Union.
10. Any use of part time employees is to be mutually agreed upon by the City and the Union.
11. Part time employees will keep the building in a clean and orderly manner.
12. A part time employee shall mean any employee hired to perform services consisting of twenty (20) hours per week or less.
13. No part time employee will work any time as to circumvent a permanent employee's overtime.
14. Approved volunteer work shall consist of ice show activities and planning projects which have been traditional in the City of Lincoln Park.

SECTION 2 - Part time or Temporary Employees

Part time or temporary employees hired after this agreement is ratified shall work less than 25 hours per week or no more than 89 days if they are working 40 hours weekly. However, in no event shall they work overtime or more than 40 hours per week that would cause members of this bargaining unit to lose overtime. The work performed by these employees shall be work normally performed by laborers and mechanic helpers. Part time or temporary employees will not be stepped up into any classified position

before any full time employees are offered the step up first.

Classified employees, other than Laborers, shall be given preference on daily assignments over a part time employee when they are not performing their classified duties. The duties of cleaning and maintaining the lockerrooms will be assigned to part time/temporary employees first before a full time employee.

The wages, benefits or other conditions of employment of these employees shall be set by the City and they are specifically excluded from the bargaining unit as set forth in Article I.

ARTICLE XXXVIII - NO LAYOFF FOR TERM OF AGREEMENT

It is agreed that there will be no layoff of any personnel in this bargaining unit during the term of this agreement. Probationary employees, part time and seasonal employees are not protected under this Article. The City agrees to maintain no less than 42 full time employees for the duration of this agreement,

ARTICLE XXXIX - CONTRACT RE-OPENER

It is agreed and understood that if any other bargaining unit, which are members of the Municipal Employees Retirement System receive any pension benefits above and beyond which Local 628, Chapter A has negotiated, other than those derived from savings achieved by those bargaining units or employees, the contract would be reopened to negotiate such pension improvements with this bargaining unit.

ARTICLE XXXX - SELECTION OF SUPERVISORY PERSONNEL

The City of Lincoln Park commits itself to maximum fairness in selection of Supervisory personnel. Two main objectives will serve as guidelines:

1. The City does believe in promotion from within.
2. Selection of best possible applicant for the job.

In accomplishing these objectives, the City will consider:

Basic Intelligence	Attendance	Personnel Files	Interview
General Appearance	Verbal Skills	Attitude	

and a personal resume containing the following:

1. References
2. History of Employment
3. Education
4. Management Ability
5. Seniority
6. Previous Work Experience
7. Training
8. Leadership Ability
9. Writing

As of this date, anyone from the bargaining unit promoted to Supervision or appointed to a position outside the bargaining unit, shall have return rights to the lowest class or to any available classification with the bargaining unit. In order to receive any available classification, the employee wishing to return to the bargaining unit must bid on the available job with the seniority he had earned prior to leaving the bargaining unit.

Seniority earned prior to leaving the bargaining unit shall be retained at that level. No seniority within the bargaining unit shall be earned while working for the City of Lincoln Park outside the bargaining unit. For purposes of benefits, total service time within the City of Lincoln Park will be used.

City employees who had seniority in the bargaining unit and who were promoted out of the bargaining unit prior to this Letter of Understanding, and who feel a need to return to the bargaining unit, shall submit their request to the Union and the Employer. The Union and the Employer agree to meet in a special conference upon receipt of the written request. The City and Union shall consider the request in order to avoid unnecessary discharge, forced resignation or early retirement.

ARTICLE XXXXI - DURATION, MODIFICATION & TERMINATION OF THE CONTRACT

(a) This agreement shall become effective July 1, 1999, and shall remain in full force and effect unless and until 11:59 P.M., June 30, 2002, upon ratification of the Bargaining Unit membership and approval by the Mayor and Council of the City of Lincoln Park.

(b) If either party desires to modify this Agreement, such party shall send to the other party a written letter, by registered mail, of its desire to modify the Agreement, ninety (90) days prior to the expiration date of 11:59 P.M. June 30, 2002.

(c) If the parties fail to request modification of this Agreement per the above, this

Contract will continue in full force and effect on a year to year basis until such modification is given per (b) above.

(d) Upon the receipt of the above notice by either party, the City and Michigan Council 25 appropriate Staff Representative will arrange and schedule a date to meet in contract negotiations.

(e) If the parties fail to reach an agreement in negotiations, and either party wishes to terminate this Agreement, they may do so by giving to the other party ten (10) days written advance notice of its desire or intent to so terminate.

ARTICLE XXXXII - SAVINGS CLAUSE

In the event that any of the provisions of this Agreement, including letters of understanding, is held invalid or unenforceable by reasons of a Federal or State law now existing or hereafter enacted, the parties hereto shall meet immediately in negotiations and mutually agree to change and replace such provisions whereas to meet with such laws. Further, the remaining provisions of the Contract herein shall not be affected and will continue in full force and effect.

ARTICLE XXXXIII - PENSION ENHANCEMENT

For members who retire after July 1, 1997, retirement benefits will increase \$300.00 annually each January 1, beginning with the first January 1 which is at least one year after retirement. This benefit shall be reduced to \$150.00 annually for the member's eventual beneficiary. The cost of this enhancement shall be shared between the City and the Union resulting in an increase of .86% in the member's contribution rate (from 7.55% to 8.41%).

ARTICLE XXXXIV - WAGE SCHEDULE - HOURLY CLASSIFICATIONS

EFFECTIVE JULY 1, 1990, ALL PROBATIONARY EMPLOYEES WILL BE PAID **30%** BELOW THE FOLLOWING RATES FOR THE FIRST ONE HUNDRED, EIGHTY (180) DAYS OF EMPLOYMENT AND **15%** BELOW THE FOLLOWING RATES FOR THE NEXT TWELVE (12) MONTHS OF EMPLOYMENT. AFTER 18 MONTHS OF EMPLOYMENT, THE WAGES SET BELOW SHALL PREVAIL.

HOURLY WAGE	7/1/99	7/1/00	7/1/01
PAY GRADE #1	\$15.89	\$16.21	\$16.70
Laborer			

HOURLY WAGE	7/1/99	7/1/00	7/1/01
PAY GRADE #2	\$16.20	\$16.52	\$17.02
Truck Driver - Light Trucks (pickup or van), Shovel Loader, Mowing Machine, Sweeper Tractor Operator, Air Machine Operator, Saw Operator Tree Trimmer			

PAY GRADE #3	\$16.32	\$16.65	\$17.15
Bulldozer, Bricklayer, Carpenter Street Roller Operator, Painter Truck Driver - Heavy Truck, Truck W/Front End Loader, Concrete Saw Operator, Stump Router Operator			

PAY GRADE #4	\$16.60	\$16.93	\$17.44
Administrative Clerk, Environmental Inspector, Sweeper/Grader Operator, Building Maintenance #1, Traffic Sign Truck Operator, Equipment Operators #2 and #3, Vac-All Operator, Clam Truck Operator			

PAY GRADE #5	\$17.01	\$17.35	\$17.87
Building Maintenance, Semi Truck Operator, Heavy Equipment Operator #4, Asphalt Paver Operator, Cribman, Aerial Platform Operator, Parks Maintenance			

CEMENT CREW

Laborer	\$16.32	\$16.65	\$17.15
Leader	\$16.69	\$17.02	\$17.53

Janitor	\$15.92	\$16.24	\$16.73
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MOTOR POOL

Helper	\$16.24	\$16.56	\$17.06
Mechanic - Diesel	\$17.19	\$17.53	\$18.06
Welder/Fabricator	\$17.19	\$17.53	\$18.06

WATER/SEWER DEPT.

Laborer	\$16.32	\$16.65	\$17.15
Meter Reader, Serviceman, Meter Repairman,	\$16.48	\$16.81	\$17.31
Plumber, Bricklayer	\$16.48	\$16.81	\$17.31
Maintenance	\$16.32	\$16.65	\$17.15
Heavy Equip Operator #2	\$16.66	\$16.99	\$17.50
Work Leader #3	\$16.88	\$17.22	\$17.74
Pumphouse Attendant	\$16.48	\$16.81	\$17.31

It is understood that the Parks Maintenance Men shall be consolidated with and under the direct supervision of the Superintendent of Public Service and/or his designee.

Furthermore, the job description of the Parks Maintenance shall be changed to reflect same.

If there is Parks Maintenance work to be performed, then the current employees holding this classification will perform the work. Additional work shall be performed by employees in the consolidated Department of Public Service. It is understood that the Parks Maintenance classification will be phased out as current employees holding this classification leave this classification.

ARTICLE XXXXV - PART TIME BUS/VAN DRIVERS

It is agreed and understood that members of this bargaining unit employed as part time Bus/Van Drivers are not full time employees of the City of Lincoln Park and therefore are not entitled to any fringe benefits (ie. medical, dental, optical, etc.) except as specified in this Article, and are not eligible for membership in the Municipal Employees Retirement System.

MANAGEMENT RIGHTS

Section 1: The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City and no part of this Agreement shall be in violation of the charter of the City of Lincoln Park.

Notwithstanding the above, it is specifically understood by and between the parties that the City Charter or City Ordinances does not supersede any language of this Agreement.

Section 2: The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

VACANCIES AND JOB OPENINGS

Part time Bus/Van Drivers cannot exercise their seniority over full time employees, and may apply for job openings providing they have passed the Laborer's entry level examination and meet all other requirements.

SENIORITY AND PROBATION

Part time Bus/Van Drivers shall have a separate seniority list from full time members. One half of the seniority shall be carried over if promoted to full time.

LAYOFF

If it becomes necessary for a layoff or a position is abolished, the lowest seniority Bus/Van Driver will be laid off.

EMPLOYEE'S RESIDENCE

Residency requirements shall not apply to part time members.

HOURS OF WORK

The work hours for employees covered under this Agreement shall not exceed 35 hours per week, except in an unusual circumstance. It is agreed that the City will not increase the size of the bargaining unit if it significantly decreases the hours of work for current members.

Employees will be required to ring in and out at the beginning and end of each day on the cards provided in the racks alongside the time clock. Repeated failure to do so is subject to discipline.

LIFE INSURANCE BENEFITS

Members shall be provided with a \$3,000.00 term life insurance policy through John Hancock Mutual Life Insurance Company.

SPECIAL LEAVES

For the purpose of defining a leave day, a leave day is up to 6 hours, based upon the average work day of the employee during the three month period prior to July 1st.

(a) PERSONAL LEAVE: Members shall be entitled to one (1) Personal day per year.

(b) VACATION LEAVE: Members will be granted five (5) days unpaid, scheduled vacation leave per year.

(c) SICK LEAVE: Members, after one year of service, will be entitled to three (3) sick days per year, with a maximum accumulation of twelve (12) days.

(d) BEREAVEMENT: Members shall be granted three (3) days (5 days if out of state) to attend the funeral of a spouse, parent, child, sister, brother, mother-in-law or father-in-law.

(e) JURY DUTY: Upon endorsing the check a member receives from the court, list of itemized expenses, and turn same over to the Controller, who in turn, will authorize the Payroll Clerk to pay the member their pay for the day or days served on jury duty.

(f) **UNPAID LEAVE OF ABSENCE:** Leaves of absence without pay, for reasonable periods not to exceed twelve (12) months, will be granted without loss of seniority for good cause. Leaves will not be granted for the purpose of accepting employment in private industry.

WAGES- HOURLY RATE	7-01-99	7-01-00	7-01-01
Bus/Van Drivers	\$10.51	\$10.72	\$11.04

ARTICLE XXXXVI - DOT DRUG/ALCOHOL TESTING

The Department of Transportation Drug and Alcohol Testing Program is hereby referenced in this agreement.

ARTICLE XXXXVII - ANIMAL CONTROL/ORDINANCE OFFICERS

DUTIES: Employees shall perform any and all duties as required by applicable federal, state and local laws, ordinances, and rules and regulations, and shall adhere to all of the City's policies and regulations

BIDDING RIGHTS: Employees holding this classification will not be eligible to transfer to other bargaining unit positions and will not be counted for or against manpower requirements contained in this Collective Bargaining Agreement. Other members of this bargaining unit are eligible to bid for any vacancies which may later occur in this classification. Members who should hold this classification in the future will be required to stay in this classification for a minimum of five (5) years.

BENEFITS: Employees shall have the same medical, hospital, dental, optical, life, long term disability insurance as stated in for all full time employees in this bargaining unit.

LEAVE TIME: Employees shall have the same holidays, personal leave, vacation, bereavement and sick leave benefits as provided for all full time employees in this agreement.

CALL BACK: Call back is defined as the call back of an officer after he/she has reported off duty and before his/her next following tour of duty. Call back shall not be defined as including off duty court appearances. Call back shall be paid at one and one half (1 ½) times with a minimum of two (2) hours.

CLOTHING ALLOWANCE: Employees in this class shall receive \$200.00 per year clothing allowance and shall receive the following uniforms each year:

2 pair dress pants	1 pair boots
3 dress shirts (choice of long/short sleeve)	1 jacket (choice of spring/winter)
4 fatigue pants	1 pair gloves
4 fatigue shirts (choice of long/short sleeve)	2 baseball caps
1 pair shoes	1 tie

WORKING HOURS: Sunday thru Thursday, 8:00 am to 4:00 pm, and Tuesday thru Saturday, 8:00 am to 4:00 pm.

PENSION SYSTEM: Employees shall be members of the Municipal Employees Retirement System and have the same benefits as provided for all full time employees in this bargaining unit.

RETURN OF PROPERTY: Upon termination of employment, the employee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the City, which the employee may have in his/her possession or control and a signed statement verifying return of such property.

RETURN OF MONIES: Should the employee leave the City's employment on their own during his/her first two (2) years of employment, the employee agrees that the City may withhold from any monies due and owing at the time of their separation including the repayment of any monies utilized for the training of the employee to perform the duties of an Animal Control/Ordinance Officer. This is based upon the significant time and monies to qualify the employee for this position, and the employee agrees to repay the City for those monies expended should they voluntarily leave the employment of the City.

UNION STEWARD: The steward shall be the DPS representative for purposes of grievances and labor disputes.

SALARY:

	7/1/99		7/1/2000		7/1/2001	
	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly
0 - 1 yr	\$28689.55	\$1103.44	\$29263.34	\$1125.51	\$30141.24	\$1159.28
2 year	\$31149.14	\$1198.04	\$31772.12	\$1222.00	\$32725.28	\$1258.66
3 year	\$33360.34	\$1283.09	\$34027.55	\$1308.75	\$35048.38	\$1348.01
4 year	\$35206.11	\$1354.08	\$35910.23	\$1381.16	\$36987.54	\$1422.60

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representative.

CITY OF LINCOLN PARK

LOCAL NO. 628 - CHAPTER A




Craig Sochocki, Mayor

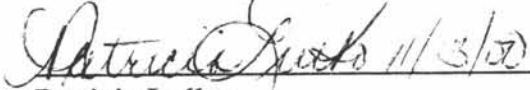
Leroy Carter, AFSCME, Council 25 Rep.




Donna Breeding, City Clerk



William Turner, Chairman



Patricia Lulko
Director of Personnel

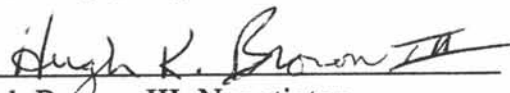


Ronald DePalma, Jr. Negotiator



Mark Judge, Negotiator

Dated: October 10, 2000
Resolution #2000-546



Hugh Brown, III, Negotiator

