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6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

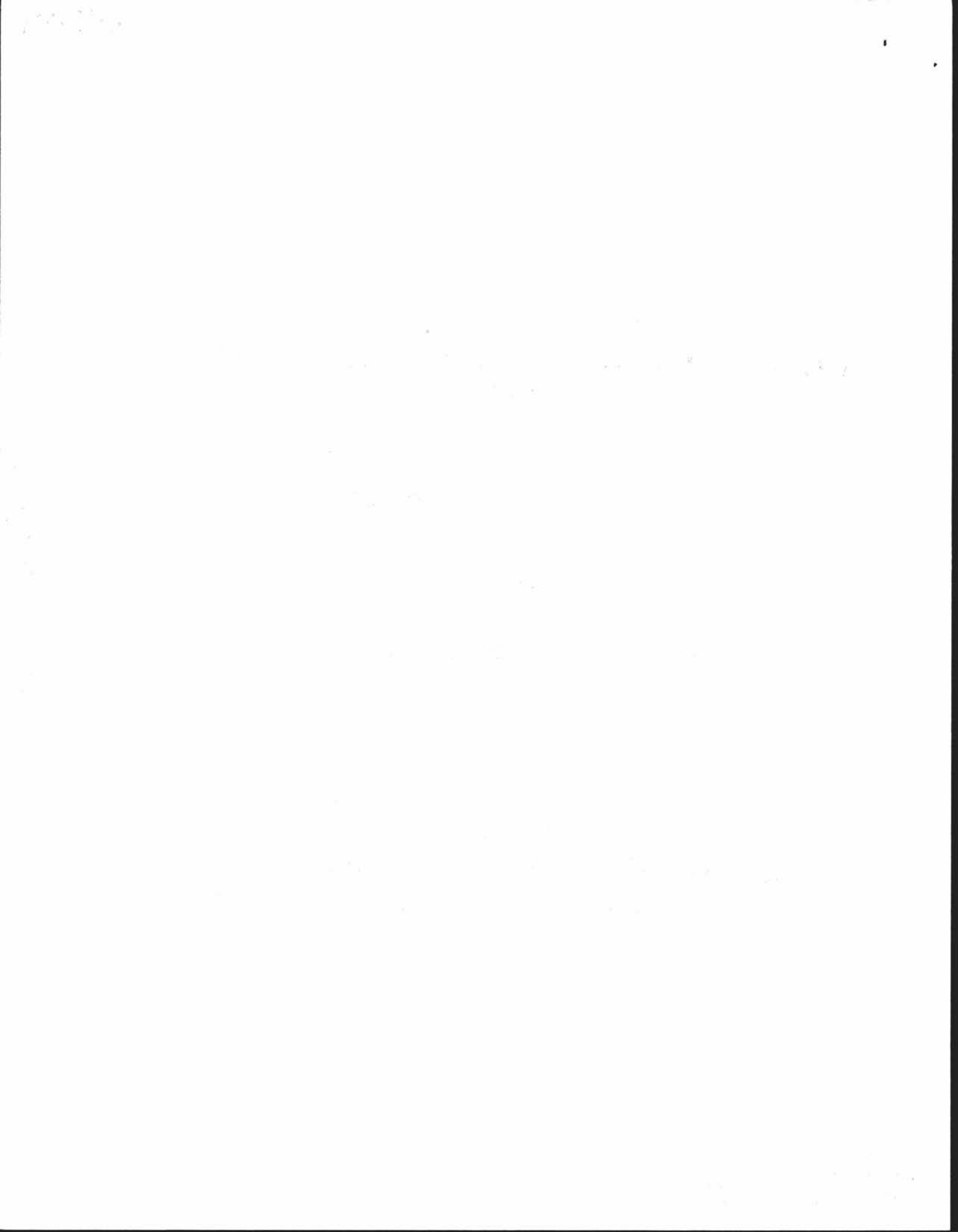
AND

CLERICAL CHAPTER B

**Local 628, 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

1999 - 2002

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

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

MANAGEMENT RIGHTS

Section A: 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 B: 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.

ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

Parking Enforcement Officer, Clerk Typist/Junior Utility Clerk, Recreational/Senior Coordinator, Account Clerk I, Account Clerk II, Multi-Machine Operator, Senior Utility Clerk, Secretary to Department Head, Structural Inspector, and Records Clerk.

All office clerical employees employed by the City of Lincoln Park who are described as permanent classified personnel and as defined in Chapter XVI, Section 6, and Chapter XI, Section 10 of the Charter of the City of Lincoln Park, but excluding Supervisory employees

and/or confidential employees (Personnel Clerk-Typist, Secretary to the Mayor and Council, Deputy Treasurer, Deputy City Controller) and all other employees. The City agrees to change all reference to employees in the Labor Agreement to that of "Bargaining Unit Employees".

ARTICLE II - AID TO OTHER UNIONS

Section 1: The Employer will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

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 that in any way affects wages, hours of work, working conditions of said employees or any individual employee. Any grievance arising under this paragraph shall be discussed in a private closed room between Supervision, Steward, Staff Representative, as necessary and the party or parties concerned.

ARTICLE III - UNION SECURITY AND DUES DEDUCTION

Section A: Each employee, who, on the effective date of this Agreement, is a member of the Union, shall as a condition of employment, maintain his membership in the Union. Each employee hired on or after execution of this Agreement, shall as a condition of employment, become members of the Union subject to the provisions of Section C, of this Article, as of his hiring date or the effective date of this Agreement; and maintain membership in the Union. Employees who fail to comply with this membership requirement shall be discharged by the Employer within five (5) days after receipt of written notice to the Employer from the Union. The Union will furnish the Employer with authorized dues deduction forms.

Section B: Exception to the above conditions, however, shall recognize that any employee may exercise their choice of the following alternate condition:

In lieu of Union membership, any employee shall pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within five (5) days after receipt of written notice of such default delivered to the Employer by the Union.

Section C: The employer shall deduct current membership dues or service charge from the wages of said employee upon completion of his/her thirtieth (30th) day.

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

Section E: The Employer will deduct from the pay of the employees in any month the union dues or service fee becoming due and payable in such month. Equal deductions shall be made from the pay of the employees for each pay period ending in the calendar month,

totaling the current amount of dues payable as authorized by the Union. If the employee has no pay coming for such pay period, such dues or service charge shall be deducted from his pay in subsequent pay periods. The employee retains the right to pay said dues or service fees directly to the Union in lieu of payroll deduction.

Section F: Deductions 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 for the next month.

Section G: 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 IV - REPRESENTATION

Section A - Bargaining Committee

The employees shall be represented by a bargaining committee of not less than three (3) or more than five (5) members. The Chapter B Chairperson can be one of the five (5) members. This committee shall be selected in any manner determined by the Union, however, those selected must be on the seniority list. This restriction shall not apply to any Council 25 or International Representative who is a member of the bargaining team.

The Bargaining Committee shall be charged with the duty of negotiating contracts and shall be subject to the limitations of special conferences to negotiate such matters as may from time to time arise during the term of this Agreement.

Section B - Grievance Committee

The City shall recognize a grievance committee composed of the Chapter Chairperson, Vice Chairperson, one (1) Steward and one (1) Alternate Steward.

Section C - Representation Areas

The Union shall have a steward and one (1) Alternate Steward.

Section D - Compensating Union Representatives

Whenever it is necessary to investigate or process a grievance, a Steward or Alternate Steward shall be permitted reasonable and necessary time without loss of pay and/or time. The Steward or the above designated, shall request permission from his/her Supervisor and such permission shall be granted without undue delay. Further, it is understood that the Steward's or the above designated's Supervisor may keep a record of the employee's time off the job.

Stewards and/or Chairpersons will not abuse their rights to investigate and process grievances. Management will not abuse its right in releasing the above mentioned representatives when requesting time for the purpose of investigating and/or processing grievances.

It is further understood that Alternate Stewards and the Vice Chairperson can only function in the absence of the designated Steward and Chairperson at which time they then become the Steward and/or Chairperson.

Section E - Names and Titles of Representatives

The Union will notify the City of the names and titles of their representatives. No representatives will be permitted to act as such until the City is advised that the person has become a representative.

Section F - Visits by Union Representative

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees District Council Representatives, or International Representatives, shall have access to the premises of the Employer at any time during working hours to conduct Union business. If Union business will require time of employee or employer, previous consent will be required.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1 - Definition, Scope and Time Limits

A grievance is a complaint, claim and/or dispute by an employee in the Bargaining Unit or by the Union, that there has been a violation, misinterpretation and/or misapplication of the provisions of this Agreement.

Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled as set forth in the Grievance Procedure.

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. It is specifically understood that the third step of the Grievance Procedure is mandatory.

It is understood that individual grievances will be presented at Step 1 of the Grievance Procedure by the Steward representing that District. However, discharges and suspensions and Union policy grievances shall be presented at Step 3 by the Chapter Chairperson.

No grievance shall be filed or processed based on facts or events after ten (10) working days after such facts or events have occurred or when the Union should have known that such facts or events have occurred. Working days under this Agreement shall mean Monday through Friday, excluding Saturday, Sunday and Holidays.

Section 2 - Grievance Procedure

Grievances shall be filed in the following manner with the understanding that the steps in the Grievance Procedure may be by-passed by mutual agreement. Further, time limits may also be extended between the City and Union by mutual agreement, in writing, signed by both

parties. For the City, the Director of Personnel; for the Union, the Unit Chairperson or Michigan Council 25 Staff Representative.

Step 1

The employee(s) involved may take up the claim and/or dispute with the Department Head or his/her designee with the Steward representing the Chapter, or in their absence, the Alternate Steward. The Department Head or his/her designee will consider the dispute and/or claim and give his/her answer to the employee and Steward verbally within twenty four (24) hours.

Step 2

If a satisfactory adjustment is not made of the dispute/claim at Step 1, it shall then become a grievance and may be reduced to written form by the Union in accordance with Section 2 of this Article. Said grievance will be filed by the Steward or Chairperson on the behalf of the employee(s) or Union and signed by such Steward or Chairperson and presented to the Department Head or his/her designee within seven (7) working days from the date the answer is received by the Unit Chairperson or Steward from the Department Head or his/her designee at Step 1.

A meeting shall be scheduled by the Steward or Chairperson and the Department Head or his/her designee and held within five (5) working days from Management's receipt of the written grievance. This meeting shall be attended by the grieved employee(s), plus the Steward and the Chairperson, and the Department Head and his/her designee plus two (2) other Management employees, if deemed necessary by the Department Head.

Management will consider the grievance and give its written answer in detail to the appropriate Steward with a copy to the Chapter Chairperson within five (5) working days after such meeting.

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 Michigan Council 25 Representative 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 shall be in attendance, the Chapter Chairperson, the Steward involved, the grieved employee or another Bargaining Unit employee chosen by the Chapter Chairperson, if that employee has knowledge of the facts or events given rise to that grievance as determined by the Chapter Chairperson. The Council 25 Staff Representative may be in attendance at this step of the Grievance Procedure if such Representative deems it is necessary. 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

with a copy to the Representative of Michigan Council 25 within five (5) working days from the date of the meeting. It is understood that the Step 3 meeting will be mandatory per the Grievance Procedure.

Step 4 - Final and Binding Arbitration

- (a) If the grievance is still unsettled after the Chapter Chairperson receives Management's written position from Step 3; Council 25 may within thirty (30) working days request arbitration in writing to the Director of Personnel.
- (b) Management 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.
- (c) The expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union.
- (d) 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, it shall pay one half (1/2) of the cost thereof.
- (e) 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.
- (f) Powers of Arbitrators: 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 its written answer within thirty (30) days.
- (g) Each party will be responsible for the expenses of their own witnesses.

ARTICLE VI - UNION ACTIVITIES OF UNION STEWARDS AND OFFICERS

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

- (a) Post Union notices
- (b) Distribute Union literature (the time to be with the prior approval of the Department Head)
- (c) Attend negotiating meetings with the Employer or its designated representative when mutually agreed upon.
- (d) Transmit communications, authorized by the Local Union or its Officers, or the Employer or his representative, subject to Article XXIII (b).
- (e) Consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of the Agreement.

(f) Union Officers and Stewards will limit Union activities on City time to only reasonable time off 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.

(g) It is understood that the Union Representative shall request permission from his/her supervisor and such permission shall not be unduly withheld. Further, it is understood that the Union Representative's supervisor may keep a record of the employees' time off the job.

(h) Union Representatives will not abuse this section. Management will not abuse its right in releasing the above mentioned representatives when requesting time for the purpose of investigating and/or processing grievances.

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 otherwise 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 into the employees' off time.

Special conference 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 held.

ARTICLE VIII - SENIORITY

Section 1 - Probationary

(a) New employees shall be hired from the "New Hire Eligibility List" and be probationary for the first six (6) months of their employment. Upon completion of this probationary period, the employee shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked.

The City, for proper reasons, (excluding checking employment applications and personal references) may extend the probationary period up to an additional sixty (60) calendar days for new employees with the mutual agreement of the Union.

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

(c) Step-ups within a classification shall be no less than twelve (12) months from date of last upgrading, and shall be at the request of the Department Head, and processed through the Personnel Department.

Section 2 - Seniority Lists

The seniority of all employees shall commence with the date of the latest hire by the City of Lincoln Park. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date, and classification. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. This seniority list will be provided in July on or before the 31st day. Copies of all upgradings, transfers, vacancies, elimination of positions, new hires, and terminations pertaining to any member of this unit will be forwarded to the Secretary of the Chapter and Local Treasurer.

Section 3 - Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- (a) If the employee resigns
- (b) If he/she is discharged and the discharge is not reversed through the grievance procedure.
- (c) If he/she is absent for five (5) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the Employer.
- (d) If he/she fails to return to work from layoff when recalled from layoffs, as set forth in the recall procedure provided herein.
- (e) If he/she overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days, without notifying the Employer and/or fails to give explanations satisfactory to Employer.

Section 4 - Location and Shift Preference

Location and shift bids will be awarded according to City seniority. Transfer and promotion will be permitted out of the Bargaining Unit.

- (a) Shift preference bids shall be permitted within each classification for transfer to a vacancy in order of seniority among those making the requests.
- (b) Location transfer bids shall be permitted within the particular classification affected when openings occur and will be granted on a seniority basis. (Above will be in accordance with Section 11, Part c)

Section 5 - Seniority of Officers and Stewards

(a) Notwithstanding their position on the seniority list, stewards, in the event of a layoff of any type, shall be continued at work as long as there is a job in their area which they can perform and shall be recalled to work, in the event they are laid off, to the first open job in their area which they can perform.

(b) Notwithstanding their position on the seniority list, Chapter Chairperson, Chapter Secretary, Local Treasurer (if in bargaining unit) and Chief Steward shall, in the event of a layoff be continued at work at all times when one or more departments or fractions thereof are at work, providing they can perform the work.

(c) The City recognizes these clauses to the extent that stewards are elected bi-annually and that these officers and stewards are not construed to have protected seniority except during their official term of office.

Section 6 - Layoffs

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

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

1. Probationary and temporary employees shall be laid off immediately.

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

(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 lower classification on a City wide basis in which his/her seniority entitles him/her to bump and where he/she can satisfactorily meet the standards and perform the duties of the job.

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

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

(g) The City and the Union agree to form an advisory committee to review whether that cost savings could result from bringing some of the contractual work in house.

Section 7 - Subcontracting

The City reserves the right to subcontract work normally performed by the Bargaining Unit subject to the following conditions that will be strictly followed:

(a) The City may use subcontractors or part time/temporary employees, whichever the City decides is most practical and/or economical, as long as the number of bargaining unit employees is no less than twenty nine (29).

(b) 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.

Section 8 - Recall Procedure

(a) The employee retains recall rights equal to the number of years of 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 employees 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 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.

Section 9 - Transfer

(a) Out of the Bargaining Unit: An employee who transfers or who is promoted to a position under the Employer not included in the Bargaining Unit, shall have his seniority frozen while working in a non-union position.

(b) In the event he returns to the Bargaining Unit, he/she shall be reinstated in the same or lower paying job classification he had prior to leaving the Bargaining Unit, provided there is an opening, and shall exercise his Bargaining Unit seniority thereafter. The time spent out of the Bargaining Unit will not be counted toward seniority within the unit.

(c) Those employees who leave the Bargaining Unit but still remain employees of the City of Lincoln Park and who re-enter the Bargaining Unit shall have total years of service with the City counted as the basis in determining salary placement, vacation and longevity.

(d) Employees who accept transfers out of the Bargaining Unit to a position within the City shall have their seniority frozen from the day he/she leaves until he states his/her desires to return. During the first sixty (60) calendar days the employee shall have the right to revert back to his/her former classification. After sixty (60) calendar days, in the event he/she returns to the Bargaining Unit, he/she shall be reinstated in the same or lower classification he/she had prior to the leave, provided there is an opening.

Section 10 - New Employee Testing

(a) New employees shall be hired from an eligibility list provided by the Municipal Service Board. Such list will be established by applicants passing an entry level test pertaining to basic needed skills under the rules of the Municipal Service Board.

(b) Persons hired from the eligibility list will be required to pass a typing test and a basic knowledge test related to duties of the classification in which the employee is to be placed. The position of Structural Inspector may be exempt from a Typing exam until such time the employee holding this classification is awarded a clerical, secretarial or accounting position.

Section 11 - Promotion and Transfer Bidding

(a-1) The City retains the right to decide when and if a vacancy exists. If a job is not going to be filled and the position discontinued temporarily or permanently, the City will so state in writing within a period of five (5) days.

(a-2) Subject to the provisions of Section (a-1) above, when a position is vacated it shall be posted within five (5) working days. Job vacancies will be posted for a period of five (5) working days on the Union bulletin boards. The posted notice shall set forth the job description, title, shift, location, whether a permanent or temporary vacancy and the location of the opening and approximate number of hours required if less than a full time position.

(a-3) The senior applicant possessing the necessary skills or experience shall fill the position on a sixty (60) calendar day trial period and shall be placed in the position within ten (10) working days after the close of the posting.

(a-4) The Personnel Department shall in addition, give tests to the classifications described in paragraph (a-7) of this section as the need arises, during working hours, for interested Bargaining Unit employees who desire to be eligible in other classifications. The Bargaining Unit employees shall have thirty (30) days prior notification.

A waiting period of nine (9) months will be established for any employee who has sat and failed the same classification examination two (2) consecutive times, before said employee is eligible to retake said examination again.

(a-5) When the employer has knowledge of forthcoming vacancies within the Bargaining Unit, they shall make testing available for the classification that will be posted, so that the employees will have the opportunity to qualify for the position.

(a-6) The City shall provide validated tests, when available, for all Bargaining Unit positions.

(a-7) The Personnel Department shall conduct all tests for classified positions and for any new positions that may be created. Tests will be scheduled when openings exist and eligibility lists shall be established at such time and shall remain in effect until exhausted. The following classifications shall require testing for eligibility:

Structural Inspector

(a-8) The parties agree that either side may request a re-opening of this agreement for the limited purpose of discussing testing and promotion. All changes however, shall be subject to ratification by Union membership and the City Council.

(b) Employees interested shall apply within the five (5) working day posting period. The employees bidding for the job must file their bid in writing to the Personnel Department. The employee shall retain one (1) copy of the form and Personnel Department shall retain the original. Bid forms like the following will be available to all employees in the building in which they work.

REQUEST FOR JOB CHANGE
(Bid Form)

NAME _____

ADDRESS _____

PRESENT CLASSIFICATION _____

DEPARTMENT NOW IN _____

POSITION REQUESTED _____

DEPARTMENT _____

DATE _____

SIGNATURE

SENIORITY DATE _____

(c) The employer shall interview the applicants in order of seniority. If the senior applicant is awarded the position, then no further interviews are needed. The interview will be given either by the Department Head and/or the Personnel Director if requested. The interview shall determine if the applicant has passed a test in the classification applied for or had prior experience in said classification of not less than sixty (60) consecutive days (a successful trial period).

The senior applicant possessing the necessary skills or experience according to the above paragraph shall fill the position on a sixty (60) calendar day trial period and shall be placed in the position within ten (10) working days after the close of the posting.

If the senior applicant does not possess the experience nor passed a test for said classification, the City shall provide Bargaining Unit employees an opportunity to take the

test. NOTE: However, the City shall not be required to give the same classification test twice to the same person within ninety (90) calendar days.

A classification test shall determine basic skills related to the position. If the employee passes this test, that employee shall be declared qualified to work a trial period for said classification. A record shall be entered into the employee's personnel file and a copy given to the employee. The employee for the duration of their employment shall not be required to take that classification test a second time. The classification tests shall be given through the Personnel Department. The Bargaining Unit employees shall be given at least forty-eight (48) hours notice. All tests shall be given during working hours and employees taking the test shall not lose pay.

(d) The Trial Period: Trial periods shall be for sixty (60) calendar days. The employee shall be awarded the job if the employee completes the 60th calendar day. Trial periods may be extended by the same amount of leave days the employee uses during the trial period; provided, that the employee uses more than 10 leave days. The trial period may be used by the employee to determine if the employee wants the position and by the City to determine if the employee is capable of performing the position's requirements.

During this trial period, the employee shall have the right to revert back to his/her former classification, location, shift and job title. If the employee is unsatisfactory in the position, and the Employer returns the employee to the previous classification, location, shift and job title the employee held, notice of the action and reasons shall be submitted to the employee in writing with a copy to the Chapter Chairperson. The matter may then be a proper subject for the grievance procedure.

Any employee who laterally transfers from one location to another through the bidding procedure, shall be restricted from transferring to another location for one (1) year (exception - Article VIII-Seniority, Section 6, Layoffs).

(e) If an employee receives either a permanent promotion, temporary promotion or is moved up in classification, that employee shall be paid at the next highest increment of pay in the new pay level that is above the employee's current rate of pay, and shall follow the regular progression schedule thereafter. When an employee requests a demotion, the employee's pay schedule will be the highest increment in the lower classification.

(f) If an employee is off work for any reason, is going on vacation, sick leave or leave of absence and wishes to be considered for vacancies that occur during his/her absence, he/she shall request in writing to the Director of Personnel, the vacancies for which he/she wishes to be considered. The Director of Personnel will notify the employee if an opening occurs. The employee must leave a telephone number to be reached or the employee is ineligible from bidding.

(g) Temporary openings are those vacancies created by leaves of absence, suspensions, sickness/injury or Workers' Compensation, and the employee holding the position is expected to return within one year. Any position remaining open for over a year shall be posted and filled on a permanent basis. If the employee holding the permanent position must leave and the return date is not known, the employer is not required to post as a temporary vacancy until after the 30th calendar day. Any vacancy listed above which the Employer

knows will continue for more than twenty (20) work days, shall be posted as a temporary vacancy immediately if the Employer needs to fill the position.

If the Employer needs to fill a position due to vacations or before a temporary position has been posted and filled, the Employer shall upgrade the senior qualified employee in the next lower classification.

(h) The parties agree that in posting and filling a temporary opening, only the first two (2) openings will be posted and filled. The third (3rd) opening will be filled by a temporary employee from the Municipal Service Board eligibility list. This shall also allow the employee's return rights to their former positions for the permanent employees involved.

(i) Temporary job is a new job of a temporary nature which shall not exceed ninety (90) working days. If the temporary position goes beyond ninety (90) working days, it will be posted as a permanent position.

Section 12 - Bumping

An employee will be permitted to exercise his/her seniority in the form of a bump if he is positioned in the following way:

- (a) The employee's job or part of his/her regular job hours is abolished.
- (b) The employee is bumped.
- (c) The employee returns from a leave of absence, sickness/injury, workers' compensation leave of over one year and finds his/her job is permanently filled by another employee.

Bumping must be made known to the Personnel Department within three (3) working days of the above known conditions. An employee may bump any lower seniority employee who is working in the same or lower classification which the senior employee has previously qualified for.

Section 13 - Layoff Provision

It is agreed that there will be no layoffs of personnel in this bargaining unit during the term of this agreement. Probationary employees, part time and temporary employees are not protected under this Article. The City agrees to maintain the number above of full time employees for the duration of the contract.

Section 14 - Competition for New Positions

Whenever a vacancy or new position is established in the City of Lincoln Park, a notice of such vacancy or new position shall be provided to this Bargaining Unit. Members of this unit are encouraged to compete for all such openings and advancement opportunities. It shall be the City's policy that whenever employees possess necessary skills and abilities to perform the work required, currently employed personnel shall be given preference for such opportunities before advertising the position/positions to outside applicants.

ARTICLE IX - QUALIFICATIONS

LETTER OF UNDERSTANDING

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES, (AFSCME, LOCAL 628, CHAPTER B AND THE CITY OF LINCOLN PARK) THAT ARTICLE IX - QUALIFICATIONS SHALL BE AMENDED TO READ AS FOLLOWS:

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 of Lincoln Park, to maintain their residence within a twenty five (25) mile radius of City Hall. It is understood and agreed that such employees will not receive their longevity payment while living outside the City limits.

Examples of Acceptable Proof:

- Valid Drivers License
- Voting Record
- Rent receipts for past year, etc.

All applicants for employment with the City of Lincoln Park shall have his/her fingerprints taken by the Chief of Police of the City of Lincoln Park, or his authorized Deputy, for the purpose of assisting the Municipal Service Board in its investigation of the fitness and character of the applicant for City employment. All such records shall be and remain the property of the City of Lincoln Park, and shall be retained in the appropriate personnel files of the City.

DATED: OCTOBER 12, 1990

New employees hired by the City, who do not currently live in the City, shall be given six (6) months to become residents of the City. If said employee can prove that six (6) months is not sufficient time, an extension may be granted as determined by the Director of Personnel or his/her designee.

ARTICLE X - HOURS OF WORK

Section 1 - Hours

The work hours for employees covered under this Agreement shall be Monday through Friday as follows (which includes a one (1) hour paid lunch period): 8:00 A.M. - 4:00 P.M.

Account Clerk I-Motor Pool and Secretary-Dept. of Public Service shall work 7:30 am to 3:30 pm.

Parking Enforcement Officer shall have the following hours:

April through November shall work 7:30 A.M. to 3:30 P.M.

December through March shall work 8:00 A.M. to 4:00 P.M.

The elimination of summer hours and winter hours has been agreed to with the provision that it will be reviewed by the City after one (1) year.

Section 2 -Computing Leave Time

Sick leave, vacation days, holidays, etc. will be honored and paid as eight (8) hours, however, in the computation of rate of pay for overtime the salary will be divided by the number of hours normally scheduled to work. (Basically the requirements of the Fair Labor Standards Act)

The work week will be from 12:00 midnight Sunday to 12:00 midnight the following Sunday for purposes of pay periods and computing overtime and compensatory time.

Section 3 - Rest Periods and Coffee Breaks

A rest period or coffee break is one and the same. One rest period not to exceed fifteen (15) minutes absence from the Department in the forenoon and not to exceed fifteen (15) minutes in the afternoon will be allowed for all employees. Coffee can be had in designated areas or at employee's own desk, but shall not disturb other employees who are not on coffee break.

Section 4 - Time Clock

Employees will be required to ring in and out at the beginning and end of each day and lunch hour on the cards provided in the racks alongside the time clock. Repeated failure to do so is subject to discipline. It is agreed that the City will move the existing time clock in City Hall to a more private area.

Section 5 - Paid Lunch Hour

A minimum of four (4) hours must be worked in each working day for employees to receive paid lunch hour benefits.

ARTICLE XI - OVERTIME

Any work authorized by the Department Head or Mayor, other than the regularly scheduled hours Monday through Friday shall be paid at one and one half (1 1/2) times the regular pay. Any work performed on holidays included in this Agreement shall be paid at the regular rate of double time and holiday pay. Any time worked in excess of sixteen (16) consecutive hours shall be paid double time.

(a) 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 required to work prior to the start of the regular shift. If employees start their regular shift and go beyond the 14 hours, overtime shall be paid in accordance with the above paragraph.

Sunday work will be paid at double time.

Any overtime that becomes necessary requiring other than regular Department employees, shall be posted for volunteers.

Notwithstanding anything to the contrary, overtime shall be assigned on the following basis, in the following order:

- (1) Employees by classification within the department. If more than one employee holds this classification, the overtime shall be distributed equally.
- (2) Employees not holding this classification, but within the department, on a union seniority basis, providing they qualify.
- (3) Employees on a city wide basis within the Bargaining Unit, first by classification, second by union seniority.
- (4) Employees on a city wide basis, within the bargaining unit, by union seniority whose pay is most comparable to the classification of the work being performed.

ARTICLE XII - INSURANCE

Section 1 - Hospitalization

(a) The City agrees to the following insurance coverage: the Blue Cross/Blue Shield coverage shall be the plan designated as MVF-1, and shall include the following riders - Master Medical III and Convalescent Care, Medical First Aid Rider with reciprocity agreement and Reasonable and Customary cost for doctor fees (FAC-RC-V-ST), \$5.00 co-pay drug rider for generic drugs and \$10.00 copay for non-generic drugs, and shall be up to full family coverage. Master Medical deductibles shall be \$100.00 for single persons and \$200.00 for family subscribers.

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 of Blue Cross/Blue Shield Metropolitan Health Plan, with the increased \$5.00 drug co- pay for generic drugs and \$10.00 copay for non-generic drugs.

(c) Effective 7-1-90, the City shall pay cash, \$180.00 per month to those employees who elect not to participate in any of the City's health insurance programs.

(d) The City shall pay the premium for Blue Cross/Blue Shield, MVF II, including riders, or its equivalent for retiree and spouse. Effective upon ratification of this agreement this paragraph shall coincide with paragraph (a) above.

Section 2 - Blue Care Network Option

Employees hired after July 1, 1984, will be provided 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 premiums through payroll deductions.

Section 3 - Life Insurance

(a) Members who retired prior to July 1, 1994 will receive a \$2500.00 Term policy in lieu of any other coverage paid by the City. Members who retired between July 1, 1994 and June 30, 1997 will receive a \$7500.00 Term policy in lieu of any other coverage paid by the City.

(b) Effective 30 days after ratification of the 1997/99 agreement, members shall be entitled to a \$18,000 Term and \$18,000 AD&D policy. Members retiring after July 1, 1997 will receive a \$9,000 Term policy.

(c) Effective upon written notice from the life insurance company, term insurance shall be increased to \$30,000.00 and A D & D shall be increased to \$30,000.00 for active members only.

Section 4 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan. Benefit details can be found in the benefit booklets.

Section 5 - Insurance For Probationary Employees

All insurance 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

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

Section 7 - Optical Insurance

The City will pay the full monthly premium on the optical plan. Plan benefits can be found in the benefit booklet.

ARTICLE XIII - VACATIONS

(a) The City will grant vacations on 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 (8 hours) per year after the 20th year with a maximum of 31 days (248 hours)

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

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

(d) Absence from duty or vacation with pay shall be allowed after one (1) years service, but only to the extent of vacation credits earned or accumulated. Vacations without pay may be allowed upon approval of the Department Head.

(e) Unused vacation time shall be prorated from anniversary date to time of termination and shall be paid to the employee upon separation from service or to his or her legal heirs in the case of death.

(f) As much notice as possible should be given for advance payroll checks.

(g) For vacation purposes, anniversary dates will be used for computation of time.

(h) Vacation selections shall be based on seniority. Anyone scheduling their vacation on or after January 31st of each year shall not be permitted to bump a less seniority person whose vacation was scheduled previous to January 31st of that calendar year.

(i) Vacation time shall not be taken in less than two (2) hours with additional one (1) hour increments.

ARTICLE XIV - 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	Memorial Day
Fourth of July	Labor Day
Veteran's Day	Good Friday
Thanksgiving Day	Day after Thanksgiving
Last Working Day Before Christmas	Christmas Day
Last Working Day Before New Year's	General Election Day
President's 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.

(b) No employee shall receive holiday pay unless he/she shall have reported to work on the regular work day immediately preceding and following said holiday, except where employee's absence is based upon personal or vacation time authorized in writing in advance, or is due to sickness certified by a licensed physician.

ARTICLE XV - 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 Department
- 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 (1) 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.

(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 period of one (1) year, without pay, and upon their return shall be re-employed at work with time out of the Bargaining Unit not counted toward seniority within the unit.

(d) The City shall post the temporary vacancy of less than one year, and/or post the permanent vacancy of over one year.

(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, shall bump in the same or lower classification he/she had previously qualified for.

(f) MILITARY LEAVE

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.

**(g) COUNCIL RESOLUTION 79-722 - POLICY #9
(RE: MILITARY LEAVE OF ABSENCE)**

"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 the 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 (10) 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 procedures:

- (a) Requests for temporary military leaves shall include the inclusive dates of leave.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 30th, 1979. Motion unanimously carried."

- (h) For procedures for returning from leaves see Article VIII, Seniority, Section 11 (g).
- (i) Family and Medical Leave Act
Notwithstanding the Federal Family and Medical Leave Act, which is hereby incorporated by reference into the contract, Article XV, 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.

ARTICLE XVI - SICK LEAVE

- (a) No employee shall be paid sick leave for five (5) 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 employees' 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 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.

(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 leave is exhausted.

(f) In the event of confining illness and provided the sick leave accumulation has been exhausted, the Mayor and Council may authorized an extension of leave to the extent of five (5) days for each year of service. The employee shall be required to repay the additional authorized days from his future sick leave accumulation upon his return to service. This section shall not apply to temporary or seasonal employees.

(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.

(i) Effective July 1, 1990, 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 five hundred, seventy five dollars (\$575.00). Employees having one (1) sick leave usage incident in any fiscal year shall be entitled to a cash payment of three hundred, fifty dollars (\$350.00). Employees having two (2) sick leave usage in any fiscal year shall be entitled to a cash payment of two hundred dollars (\$200.00) Employees having three (3) or more sick leave incidents shall not be eligible for any benefits under this program.

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

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

The term "incident" is defined as a period of continuous absence as a result of illness. An "incident" may be of a one (1) hour duration or may be several months absence in a serious illness such as a heart attack.

(k) Effective with the fiscal year 1994, if an employee shall become ill at the end of one fiscal year and such illness continues into the next fiscal year, said employee shall only be charged one incident for the fiscal year in which the illness began; provided the employee is off sick a minimum of five (5) days with medical certification and the number of days in the new fiscal year shall not exceed five (5) days.

ARTICLE XVII - SPECIAL LEAVE

Section 1 - Bereavement

A member will be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current Spouse, Child, Parents, Brother, Sister

A member will be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Father-in-law	Mother-in-law	Member of Household	
Brother-in-law	Sister-in-law	Daughter-in-law	Niece
Son-in-law	Grandchild	Step Parent/Child	Nephew

A member will be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Current Spouse's Brother-in-law	Aunt	Stillborn Child
Current Spouse's Sister-in-law	Uncle	
Current Spouse's Grandchild	Grandparent	

An additional one (1) day shall be added to the above leaves, if in excess of a radius of 250 miles from Lincoln Park.

Section 2 - Personal Leave

(a) The City agrees to allow seven (7) personal leave days, non-accumulative. Effective July 1, 1997, the City agrees to allow eight (8) personal leave days, non-accumulative.

(b) 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).

(c) Employees hired after July 1, 1990, shall be entitled to five (5) personal leave days for the first year, and shall be pro-rated for the first year from the date of hire until the end of the fiscal year as follows:

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

Section 3 - Jury Duty

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

ARTICLE XVIII - LONGEVITY

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

Parking Enforcement Officer	\$393.12
Clerk Typist/Jr. Utility Clerk/Rec/Senior Coord.	394.42
Account Clerk I	403.76
Account Clerk II/Records Clerk/(Rec/Sr. Coord 7-1-00)	418.31
Machine Room Operator	418.31
Secretary to Department Head	418.31
Structural Inspector (hired prior to 01-01-93)	458.02
Structural Inspector (hired after 01-01-93)	432.46
Computer Systems Operator	431.15
Senior Utility Clerk	398.84

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

(c) For the purpose of longevity payments and vacations, noncontinuous service shall be treated the same as continuous service for employees covered under this Agreement except that no such benefits shall be granted for the first five (5) years after the said employee returns to service.

(d) In the event an employee leaves prior to attainment of his or her longevity anniversary date, he or she shall receive the longevity payment due on his or her next succeeding anniversary date, on the date of termination.

ARTICLE XIX - WAGES**Section 1 - Wage Adjustment**

Effective July 1, 1999, a wage increase of 3% of base salary shall be added to all classifications.

Effective July 1, 2000, a wage increase of 2% of base salary shall be added to all classifications.

Effective July 1, 2001, a wage increase of 3% of base salary shall be added to all classifications.

Section 2 - Cost of Living (COLA)

The amount of any Cost of Living Allowance in effect will be paid bi-weekly 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 is paid as straight time for overtime hours.

ARTICLE XX - DISMISSAL AND DISCIPLINE

Section A: An employee will not be disciplined or dismissed without just and stated cause. If the employee is disciplined and/or dismissed, it will be done in such a manner so as not to cause undue embarrassment to the employee in front of other people. In most cases, discipline and/or dismissal will be done in the following procedure; however, the City reserves the right not to follow this procedure for justified reasons:

- 1) Immediate for just cause - otherwise
 - (a) Theft from employer
 - (b) Sabotage
 - (c) Conviction of a felony while employed
 - (d) Possession of weapon on City property
 - (e) Assaulting supervisors on job related incidents
 - (f) Assaulting other employees on the job

All of the items are job related except (c).

- 2) Verbal warning (Employer must inform the employee that this is a warning in the first step of a disciplinary procedure).
- 3) Written warning
- 4) From one (1) to three (3) days suspension
- 5) Dismissal

The above graduated penalties are for like infractions.

Section B - Notice of Discharge or Discipline

The City agrees promptly upon the discharge or discipline of an employee, to notify, in writing, the steward in the unit of the discharge or discipline.

Section C: The discharge or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the Unit and the City will make available an area where he may do so before he is required to leave the property of the City, except where removal of the employee is necessary in order to maintain order. Upon request, the City or its designated representative will discuss the discharge or discipline with the employee and the Steward in an attempt to resolve the same, if possible.

Section D - Use of Past Record

In imposing any discipline on a current charge, the City will not take into account any prior infractions, which occurred more than two (2) years previously nor impose discipline on an

employee for error in his Employment Application after a period of one (1) year from his date of hire.

Section E - Appeal of Dismissal or Discipline

Should the disciplined employee or the Steward consider the discipline to be improper, the matter may be referred to the Grievance Procedure.

Section F: No written material making reference to any employee shall be placed in the employee's personnel file unless the employee has had an opportunity to read the material.

Any material placed in an employee's file in violation of this Section or any other Section of this Agreement, shall not be used against the employee for purposes of discipline or justification for discipline.

Documented derogatory statements from any source which do not form a basis for any disciplinary action within two (2) years shall be removed from the file at the employee's written request.

ARTICLE XXI - PROCEDURES FOR AMENDMENTS

It shall be the duty of the designated representative or bargaining committee and Chapter Chairperson to handle all matters pertaining to negotiations with the City in regard to any changes or amendments to this Agreement.

If any Article or Section of this Agreement or Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement or Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXII - UNION 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) Rulings or Policies of the Union

(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) Bulletin Boards will be used by the City to post job openings.

ARTICLE XXIII - DURATION OF CONTRACT

This Agreement, effective July 1, 1999, constitutes the entire agreement between the parties and shall remain in full force and effect until 11:59 P.M., June 30, 2002.

If either wishes to modify this Agreement, such party so wishing to modify, must within ninety (90) calendar days prior to June 30, 2002, by giving a written notice to the other party expressing its desire to modify this Agreement. Such notice shall be sent party by registered mail or hand delivered with a signed receipt. Upon receipt of such notice, the parties must then establish a date and time to meet in Master Contract Negotiations.

If either party wishes to terminate said Agreement after June 30, 1999, they shall give the other party a ten (10) calendar day written notice in advance of their intent to terminate.

If either party fails to send a letter requesting modification of the Agreement, this Labor Agreement shall remain in full force and effect on a year to year basis.

ARTICLE XXIV - PART TIME/TEMPORARY EMPLOYEES

Part time or temporary employees hired after this agreement is ratified shall work less than 25 hours per week or not more than 89 days if they are working 40 hours per week. 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 the Clerk Typists.

The wages, benefits and 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.

Part Time Recreational Employees shall not have their job duties changed to perform bargaining unit work.

ARTICLE XXV - GENERAL PROVISION

All fringe benefits not changed or covered by the Agreement that are now being received by the employees shall remain in full force and effect and no change shall be made or effected by the employer which shall alter such fringe benefits without notice to and consent of the Union

SAFETY:

The Employer agrees to provide safe working conditions at all times. If the City cannot, the employees will be released to go home without loss of pay.

The City will institute an Advisory Safety Committee composed of City and Employee representatives. This Unit will be entitled to a representative on same.

TUITION - TRAINING AND EDUCATIONAL PROGRAMS

Bargaining Unit employees will be eligible for benefits provided under the City's general policy for educational expense reimbursement adopted pursuant to Council Resolution

#84-5. It is agreed and understood that this resolution may be changed or modified by Council at any time.

ARTICLE XXVI - CLASSIFICATION REVIEW

When existing jobs are permanently, substantially and materially changed so that the revised job is no longer covered by the classifications contained within this Agreement, a system of ranking in relationship to other positions within the unit will be used to assign the classifications. The Union will discuss and advise with the Director of Personnel or his/her designated representative and mutually agree to an appropriate grade for the new position. When a position is re-classified, the employee holding such re-classified position shall have preference in the filling.

Employees being assigned to work temporarily in a higher classification shall be paid at the higher rate, providing they qualify. Employees being assigned to work in a lower classification shall be paid at their normal rate of pay. Provided however, that this provision shall not apply to short term assignments of an hour or less.

An employee who has at least five years of service shall receive the top grade of pay of the classification being temporarily assigned to out of class/out of bargaining unit work. Employees with less than five years shall receive the next highest increment in the wage schedule.

ARTICLE XXVII - CONTRACT RE-OPENER

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

ARTICLE XXVIII - PARKING ENFORCEMENT OFFICER UNIFORMS

The City will provide the Parking Enforcement Officer with the following uniforms:

- | | |
|-------------------------------|------------------------------|
| Once each year: | Once every 24 months: |
| 3 short sleeve shirts | 1 jacket |
| 3 pair culottes/summer slacks | 1 summer hat |
| 3 long sleeve shirts | 1 winter hat |
| 3 pair winter slacks | Once every 3 years: Raincoat |
| 1 pair winter boots | |
| 1 pair winter gloves | |
| 1 neck tie | |

ARTICLE XXIX - CLOTHING MAINTENANCE ALLOWANCE

Effective 7-1-94, employees of the Bargaining Unit shall receive two hundred, dollars (\$200.00) clothing maintenance allowance. Effective July 1, 2000, this allowance will be increased to \$225.00.

WAGE SCHEDULE

	ANNUAL 7-1-99	BI-WEEKLY 7-1-99	ANNUAL 7-1-00	BI-WEEKLY 7-1-00
Clerk Typist/Jr. Utility Clerk/Recreational-Senior Coordinator				
Grade C	31,147.18	1197.97	31,770.12	1221.93
Grade B	29,238.82	1124.57	29,823.59	1147.06
Grade A	26,461.66	1017.76	26,990.89	1038.11
Probationary	23,699.70	911.53	24,173.70	929.76
Senior Utility Clerk				
Grade B	31,462.90	1210.11	32,092.15	1234.31
Grade A	28,355.53	1090.60	28,922.64	1112.41
Probationary	25,208.67	969.56	25,712.85	988.96
Recreational Senior Coordinator				
Grade C	31,947.18	1228.74		
Grade B	30,038.82	1155.34		
Grade A	27,261.66	1048.53		
Probationary	24,499.70	942.30		
Account Clerk I				
Grade B	31,814.23	1223.62	32,450.51	1248.10
Grade A	28,705.05	1104.04	29,279.15	1126.12
Probationary	25,560.01	983.08	26,071.21	1002.74
Account Clerk II/Machine Room Operator/Payroll/Accounts Payable/Records Clerk (Recreation Sr. Coord added 7/1/00)				
Grade B	32,854.05	1263.62	33,511.14	1288.89
Grade A	29,989.32	1153.44	30,589.10	1176.50
Probationary	26,712.95	1027.42	27,247.21	1047.97
Secretary to Department Head				
	32,854.05	1263.62	33,511.14	1288.89
Structural Inspector (HIRED PRIOR TO 1-1-93)				
	35,690.65	1372.72	36,404.47	1400.17
Structural Inspector (HIRED AFTER 1-1-93)				
Grade B	33,285.00	1280.19	33,950.70	1305.80
Grade A	32,125.94	1235.61	32,768.46	1260.33
Probationary	28,594.18	1099.78	29,166.06	1121.77
	ANNUAL 7-1-99	BI-WEEKLY 7-1-99	ANNUAL 7-1-00	BI-WEEKLY 7-1-00
PARKING ENFORCEMENT OFFICER				
Grade B	34,430.89	1324.27	35,119.51	1350.75
Grade A	31,464.02	1210.15	32,093.30	1234.36
Probationary	27,800.89	1069.27	28,356.91	1090.65

	ANNUAL 7-1-01	BI-WEEKLY 7-1-01
Clerk Typist/Jr. Utility Clerk		
Grade C	32,723.23	1258.59
Grade B	30,718.30	1181.47
Grade A	27,800.62	1069.25
Probationary	24,898.91	957.65
Senior Utility Clerk		
Grade B	33,054.92	1271.34
Grade A	29,790.32	1145.78
Probationary	26,484.23	1018.62
Account Clerk I		
Grade B	33,424.03	1285.54
Grade A	30,157.52	1159.90
Probationary	26,853.34	1032.82
Account Clerk II/Machine Room Operator/Payroll/Accounts Payable/Records Clerk/Recreation-Senior Coordinator		
Grade B	34,516.47	1327.56
Grade A	31,506.77	1211.80
Probationary	28,064.62	1079.41
Secretary to Department Head		
	34,516.47	1327.56
Structural Inspector (HIRED PRIOR TO 1-1-93)		
	37,496.60	1442.18
Structural Inspector (HIRED AFTER 1-1-93)		
Grade B	34,969.22	1344.97
Grade A	33,751.51	1298.13
Probationary	30,041.05	1155.42
PARKING ENFORCEMENT OFFICER		
Grade B	36,173.09	1391.27
Grade A	33,056.10	1271.39
Probationary	29,207.62	1123.37

LETTER OF UNDERSTANDING

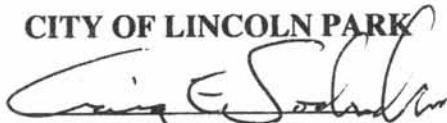
The Parking Enforcement Officer shall be upgraded to the salary of the Environmental Inspector (which is a member of AFSCME, Local 628, Chapter A); providing that these two classifications shall be placed in the same bargaining unit so that all benefits shall be equal. The Unions will decide which bargaining unit to place these positions and if the Union decides to place this position in AFSCME, Local 628, Chapter A, then Article VIII, Seniority, Section 7 shall be amended to read no less than twenty eight (28). If the two Chapter bargaining units cannot agree on the placement of these positions, then the Parking Enforcement Officer will remain a member of this bargaining unit with no upgrade or changes in fringe benefits other than provided for in this agreement.

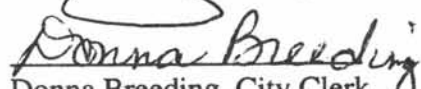
PENSION ENHANCEMENT

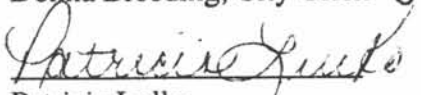
For members who retire after July 1, 1997, retirement benefits will increase \$300.00 annually each January 1, beginning with the first January 1 which is at least one year after retirement. This benefit shall be reduced to \$150.00 annually for the members' eventual beneficiary. The cost of this enhancement 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%).

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

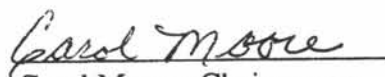
CITY OF LINCOLN PARK

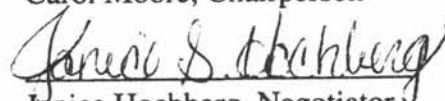

Craig E. Sochocki, Mayor

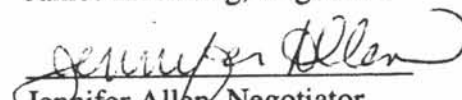

Donna Breeding, City Clerk

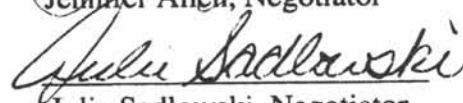

Patricia Lulko
Director of Personnel

LOCAL 628, CHAPTER B


Carol Moore, Chairperson


Janice Hochberg, Negotiator


Jennifer Allen, Negotiator


Julie Sadlowski, Negotiator

Dated: November 22, 1999
Resolution #99-586

