

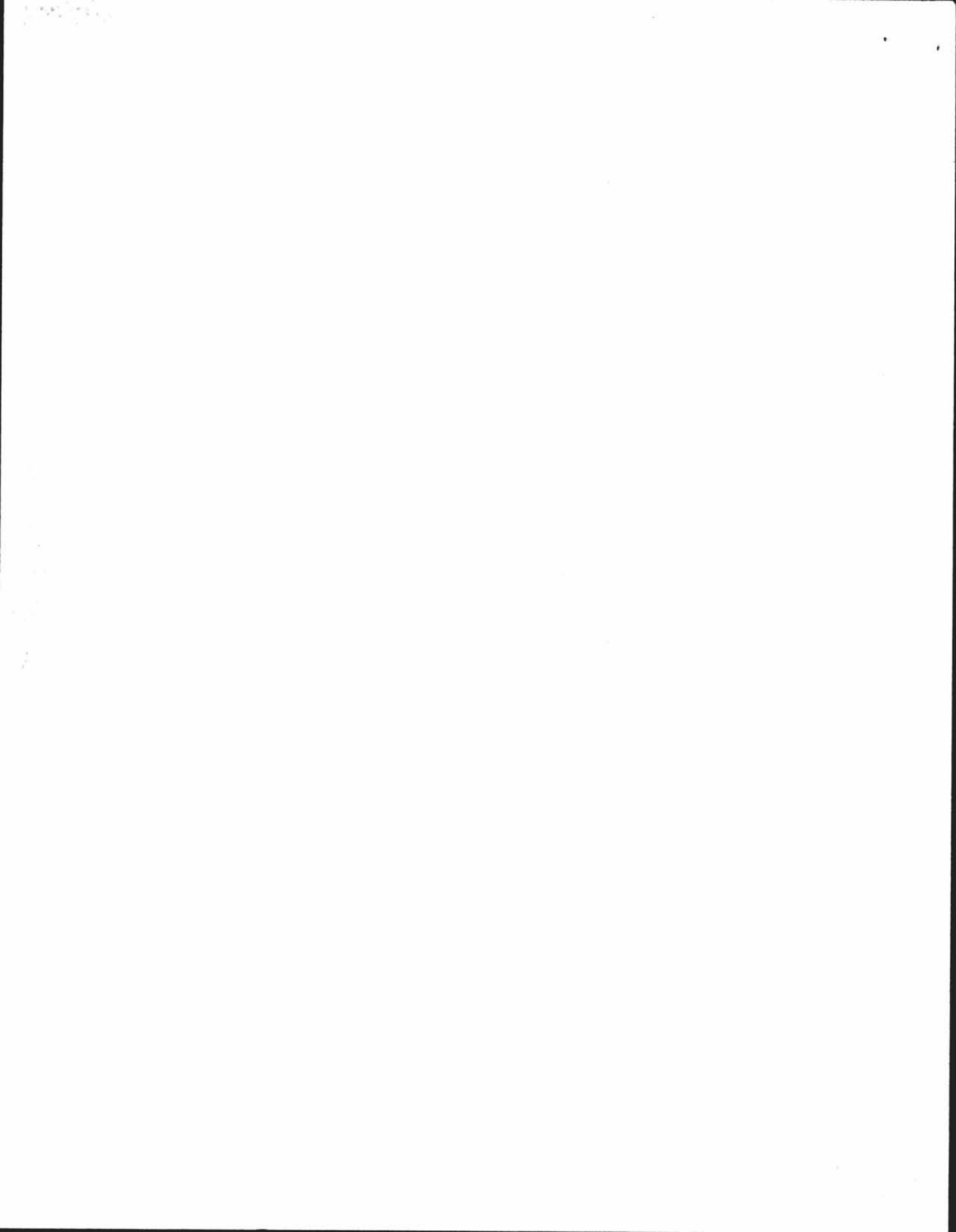
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6/30/2002

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LINCOLN PARK
AND
AFSCME, LOCAL 1917/MICHIGAN COUNCIL 25

Lincoln Park, City of

July 1, 1999 -- June 30, 2002



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**COLLECTIVE BARGAINING AGREEMENT
1999 - 2002**

This Agreement entered into on July 1, 1999, between the City of Lincoln Park and the AFSCME, LOCAL 1917/MICHIGAN COUNCIL 25, 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 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 the Union encourage to the fullest degree friendly and cooperative relations between the respective representative and all levels and among all employees.

MANAGEMENT RIGHTS

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.

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 - 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 the following units:

District A: Foremen of D.P.S, Water/Sewer, Motor Pool and Parks & Recreation Departments.

District B: Assistant Director of Community Improvement, Assistant Controller, Assistant Director of Personnel/Purchasing, Assistant Treasurer, Executive Secretary, Secretary to Police Chief.

and all other positions created with like responsibilities during the life of this Agreement. The duties and responsibilities of the foregoing positions shall be as defined by the job description covering each position.

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 for Union Membership:

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union 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 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 the section.
- (e) 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.

ARTICLE IV - UNION DUES AND INITIATION FEES

A. Payment by Check Off

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

CHECK OFF FORM

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

"Authorization for Check Off of Dues Form"
American Federation of State, County, Municipal Employees
AFL/CIO Authorization for Payroll Deduction

By _____

Last Name (please print) First Name Middle

TO: CITY OF LINCOLN PARK (Employer)

Effective Date: _____

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local Union No. 1917 and effective the same date to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the recognized Bargaining Unit for disbursement to the Local 1917 and all other affiliates. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer within thirty (30) days immediately preceding the termination date of the existing Union - Management Agreement, or termination of my employment.

Employee's Signature Address

The Union will require a new employee to sign three (3) copies of the Authorization for Dues Check Off upon hiring or promoting. All copies will be forwarded to the District Treasurer for disbursement to the Local Union 1917. 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 an application is signed by the employee and shall be deducted twice monthly and each month thereafter.

C. Remittance of Dues of Financial Officer

Deduction for any calendar month shall be remitted to the designated financial officer of the 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 Union. The Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

E. Dispute

Any dispute arising as to an employee's membership in the Union shall be review by the designated representative of the Employer and of the Union and if not resolved may be decided at the final step of the Grievance Procedure.

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.

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. A standing member of the Bargaining Committee shall also be a Council 25 Representative.

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 employee. Any grievance arising under this paragraph shall be discussed in a private closed room between Supervision and Chairman, as necessary and the party or parties concerned. This paragraph shall not preclude the City from appointments of Deputies.

ARTICLE VI - STEWARDS AND ALTERNATE STEWARDS

- (a) If a member of the Union feels in the need of representation, that member may request any other member to act as his Steward.
- (b) The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.
- (c) The Employer agrees that during working hours, on the Employer's premises, and without loss of 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 Union or its officers, or the Employer or its designated representative.
 - 5) Consult with the Employer, his representative, Union Officers, or other Union representatives concerning the enforcement of any provisions of the Agreement.

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 up to four (4) representatives of the Union and up to three (3) representatives of the City, but not more frequently than once each month, except by mutual consent.

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 conference shall be confined to those included in the agenda. Conference shall be scheduled between the hours of 9:00 A.M. and 4:00 P.M. The members of the Union shall not lose time or pay for time spent in such special conference. Members will not be paid when the scheduled conference goes beyond regular City time.

Special conference requests will be scheduled to be heard within fifteen (15) calendar days of the receipt of the written request unless otherwise mutually agreed.

ARTICLE VIII - GRIEVANCE PROCEDURE

The following grievance procedure will be used to adjust, settle and dispose of employee complaints. Should additional time be required, the party asking for an extension shall do so before the time limits in that particular step expires.

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 City should fail to respond within the stated time limits, the grievance shall be deemed to be granted unless mutually agreed extensions are granted.

Step 1

Any employee who believes that he has a justifiable request or complaint, may discuss it with the Department Head involved, who will attempt to adjust it, provided the adjustment is not inconsistent with the terms of this Agreement and the Steward is present at such adjustment.

If the grievance is not resolved in the verbal state, it may be reduced to writing by the Steward. The aggrieved employee shall sign same. The Steward shall be allowed time off from the job without loss of pay.

Step 2

The Union shall present, in writing, to the Department Head involved, within five (5) working days of the Department Head's verbal answer, the employee's grievance. The Department Head will answer the employee's grievance in writing, within five (5) working days. A copy of this grievance shall be forwarded to the Director of Personnel.

Step 3

If the answer is unsatisfactory, the District Steward shall appeal the grievance to the Director of Personnel. The Director of Personnel and/or the City Negotiator will meet with the Union within fifteen (15) working days in an attempt to settle the grievance. The Employer's representative shall give his answer, in writing, to the Chairperson within five (5) working days after such meeting.

Step 4 (Applies only to District A)

If the Union is not satisfied with this decision, a pre-arbitration meeting between the

Municipal Service Board and the Union may be set up with the City's negotiator present within thirty (30) days. (Either side may be represented by counsel, if they desire). If there is further discussion after a decision is rendered on the issue by the Municipal Service Board, then the Union will be notified in writing and be allowed to participate, and with council representative, if so desired.

Step 5

(a) If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Employer's representative, by written notice to the other, request arbitration. The Chairman or his designated representative shall be allowed time off the job without loss of pay.

(b) 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 Union shall be requested by either parties 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 proceedings 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 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.

(g) Each party will be responsible for the expenses of their own witnesses.

Section 6

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

ARTICLE IX - HOURS OF WORK

DISTRICT A:

Eight (8) hour day - 40 hours per week (5 day work week) or Ten (10) hour day - 40 hours per week (4 day work week) and will be compatible with the regular working hours of those employees who they supervise.

Hours of work will be recorded on a time slip and signed by the employee and Department Head and submitted to Payroll on a bi-weekly basis.

Coffee Breaks

Each employee shall be entitle 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.

DISTRICT B:

The work hours for employees covered under this Agreement shall be compatible with the regular working hours of those employees who they supervise, Monday through Friday, except as noted below. The above include a one (1) hour paid lunch period. A minimum of four (4) hours must be worked in each working day for employees to receive paid lunch hour benefits.

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.

Employees will not 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. Hours of work will be recorded on a time slip and signed by the employee and Department Head and submitted to Payroll on a bi-weekly basis.

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).

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.

ARTICLE X - INSURANCE

Section 1 - Hospitalization

(a) The City agrees to the following insurance coverage: Blue Cross/Blue Shield coverage shall be the plan shall be MVF-1 with convalescent care rider, \$5.00 co-pay drug rider and increases in deductibles for Major Master Medical of \$100.00 for single subscriber and \$200.00 for family subscriber.

Medical First Aid rider with Reciprocity Agreement and Reasonable Customary Cost for Doctor's Fee (FAC-RC-VST). A \$10.00 co-pay drug rider for non-generic prescriptions shall be added in the fiscal year 2000/2001.

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 7-1-90, 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.

(c) Any employee promoted to the Union currently covered by another hospitalization plan, other than Blue Cross/Blue Shield, shall continue such coverage upon promotion; provided, however, that said employee shall be provided a one time opportunity to change coverage at the time of his/her promotion. This change in coverage will be effective at the next open enrollment period.

(e) In the event a new hire is brought into this Union, that new hire shall be provided Blue Care Network coverage or another HMO which the City may offer.

(f) The City shall pay the premium for Blue Cross/Blue Shield currently in effect at the time of retirement for retiree and dependents.

Section 2 -Dental Insurance - The City will pay the full monthly premium on the existing dental plan. Benefit details can be found in the handbook.

Section 3 - Optical Insurance - The City will pay the full monthly premium on the existing optical plan. Benefit details can be found in the handbook.

Section 4 -Life Insurance

The City will provide the following life insurance coverage:

- 1) Effective upon notification from Unicare, A \$30,000.00 Term Insurance Policy with \$30,000.00 Accidental Death & Dismemberment for active members shall be implemented.
- 2) A \$10,500.00 Term Life Insurance shall be continued for members who retire under the term of this agreement.

Section 5 - Long Term Disability Insurance

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 for Family Social Security, Workers' Compensation benefits, Salary Continuation, Veteran's Benefits, if for the same injury or illness.

Employees returning to work who have been on disability less than two (2) years shall be returned to their former position. Employees on disability over two (2) years shall return to work in any available position for which he/she is qualified, with automatic recall rights to this Unit when a position becomes available for which he/she is qualified.

Section 6 - Insurance for Probationary Employees

All insurances for new hire probationary employees shall be effective one month following the completion of a successful probationary period.

ARTICLE XI - CLOTHING ALLOWANCE

DISTRICT A:

Each employee will receive two hundred, fifty dollars (\$250.00) clothing allowance each year, prorated for employees hired or leaving the City, payable in October of each year. Effective July 1, 2000 this allowance shall be eliminated and the City shall provide 5 sets of uniforms each year, to be determined by the City to each employee in this district.

DISTRICT B:

Each employee will receive a clothing allowance of \$200.00 per year, payable in October of each year. Effective July 1, 2000, clothing allowance shall be increased to \$225.00 per year.

ARTICLE XII - EMPLOYEE RESIDENCE

Members of this Union will be required to be residents of the City of Lincoln Park. If during the term of this Agreement, the City enters into an agreement with any other group of employees agreeing to a change in residency requirements, the City agrees to grant the same rights and privileges to this Bargaining Unit.

- (a) Residence is defined as the place where an individual resides.
- (b) Resides shall be defined as: The act or fact of living or regularly staying at or in a some place for the discharge of a duty or the enjoyment of a benefit.

If a Union member feels the need to reside outside the City of Lincoln Park limits, he shall have the right to appeal this requirement to the Mayor and Council or their representative and have each case decided upon it's own merit.

ARTICLE XIII - SENIORITY AND PROBATION

Section 1 - Probationary

(a) New employees hired into the Union shall be probationary for the first ninety (90) calendar days of their employment. Upon completion of this probationary period, the employee shall attain seniority status and their name shall be entered on the seniority list with their seniority dating from the first day worked.

(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.

Section 2 - Seniority Districts

The Bargaining Unit shall consist of two (2) separate seniority districts. Seniority districts shall be as follows:

District A: Foremen of Public Services, Water/ Sewer, Motor Pool and Parks & Recreation

District B: Assistant Controller, Assistant Director of Personnel/Purchasing, Assistant Treasurer, Executive Secretary, Assistant Director of Community Improvement, Secretary to Police Chief.

Section 3 - Seniority Lists

The seniority of all employees for purpose of vacation accumulation, sick days, and

longevity shall commence with the last date of hire by the City of Lincoln Park. District seniority will begin with the first day of promotion into the unit, and will be used for layoffs within the district.

When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to the last name. This seniority list will be provided in July, on or before the 31st day.

Section 4 - Loss of Seniority

Seniority shall be broken and the employee shall be removed from the district 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 procedure outlined in Chapter 16, Section 9 of the City Charter
- (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 the Employer.

Section 5 - Location and Shift Preference

Location and shift bids will be awarded according to District 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 request.
- (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 Article XIII, Section 3).
- (c) Bidding rights, in order of seniority, only pertain to the District which the employee is a member.

ARTICLE XIV - LAYOFF AND RECALL

Section 1 - Layoff (Reduction in Working Force)

Layoff procedure will be as follows:

- 1) Layoffs will be by seniority district. The last member to enter the seniority district will be the first member to be demoted or laid off.
- 2) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice to the employee and the Union.
- 3) Under no circumstances will work normally performed by the Union employees be subcontracted to any group or individuals while Union employees are on layoff.
- 4) There shall be no layoff for this bargaining unit for the duration of the 1994/97 agreement.

Section 2 - Recall

- 1) The employee retains recall rights equal to his employment seniority or up to the first recall refusal of employee.
- 2) The laid off/demoted member with the most seniority in the Union will be the first member returned to the Union.
- 3) If a vacancy in the unit occurs, demoted or laid off employees shall be recalled. The recall shall be automatic and not through the posting procedure.
- 4) Notice of recall (from layoff) shall be sent by registered mail to the employee's last known address on file with the City. The employee will report to the Personnel Office within two (2) days after the date of delivery. The employee must be prepared to report for work on the fifteenth (15th) day following his reporting to the Personnel Office.

ARTICLE XV - PROMOTIONS AND TRANSFERS

Section 1

All promotions/transfers to positions within the Union shall be made by the appropriate Department Head from proper registers of City employees who have demonstrated their fitness on a competitive exam administered by the Municipal Service Board in accordance with Chapter XVI, Section 1 and Section 4, Paragraph (c) of the Charter of the City of Lincoln Park.

Section 2

Any openings within the district will be offered first to current District members.

Section 3

Whenever an acting or temporary supervisor is appointed, they shall be required to maintain all regular records kept by the regular supervisor.

Section 4

Promotion and testing will be at the sole discretion of the City.

Section 5

Should any member of this Bargaining Unit be promoted to, or appointed to, a position with the City but outside this Bargaining Unit, he/she shall have the full right to return to the same position within this Bargaining Unit he/she held immediately prior to the promotion or appointment, should the appointment or promotion be terminated or not renewed for any reason.

The employee shall have the right to return of his own volition at any time with concurrence of Mayor and Council.

The employee shall suffer no loss of seniority or other benefits within this Bargaining Unit for the time spent in the promoted or appointed position.

Should a promoted or appointed employee return to the Bargaining Unit, those members who will be displaced shall exercise Bargaining Unit seniority to bump into those positions within the Bargaining Unit where their seniority entitles them. The last member to enter the Bargaining Unit shall be the member that is demoted in accordance with Article XIV - Layoff and Recall, Section 2, paragraph 2. The demoted member shall have the full recall rights as covered by Article XIV.

Employees promoted into this bargaining unit under the classifications of District B, shall receive Grade C level wage schedule providing they have five (5) years or more seniority. Current members shall be upgraded upon ratification.

ARTICLE XVI - PERSONNEL FILES

No derogatory 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 the 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 three (3) years shall be removed from the file at the employee's written request.

Personnel records will reflect the training or education that the employee has achieved. Personnel files will be updated when proof of this achievement is forwarded to the Personnel Department by the employee with his/her signature applied. It shall be the responsibility of the Department Head to forward to the Personnel Department, all records of temporary upgrading and "on-the-job" training.

ARTICLE XVII - DISMISSAL AND DISCIPLINE

Section 1

The Employer shall not discipline or discharge any employee without just cause. The employee and his/her Steward will be notified in writing that the employee has been discharged.

Section 2

Should the City find it necessary to discipline a Supervisor, it will done privately with all care and caution taken to prevent knowledge of the action becoming available to the subordinates of the members of this Union.

Section 3

The Union shall have the right to take up the discharge as a grievance at Step 5 (arb) in the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate, unless overtime was involved in the case.

DISCIPLINE

(a) The Employer agrees that discipline will be imposed in a fair and consistent manner and any punishment will be related to the offense committed with regard to the employee's past record. The Employer recognizes the rights of the Union employees who consider themselves aggrieved by any discipline imposed, to raise such grievance through the Grievance Procedure as provided in the collective bargaining agreement.

(b) The Employer and the Union agree that in general and depending on the severity of

the offense that Management will follow the principles of corrective and progressive discipline. Charges or notification of possible disciplinary action shall be instituted by the Employer within ten (10) working days of said occurrence or when the Employer had knowledge or should have had knowledge of the occurrence.

(c) No Union employee shall be summoned before Management for investigation or interview where Management knows that disciplinary action may result without first advising the employee that disciplinary action may result and that he has a right to have an Union representative present.

(d) The Union and employees shall be notified as any disciplinary action taken against an employee prior to the end of the next work day.

(e) The employee shall have the right to be represented by a Union representative at each and all levels of disciplinary proceedings.

(f) 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, provided that the employee has not been disciplined for similar infractions during the aforementioned two (2) year period. The Employer will not impose discipline on an employee for falsifying his employment application after a period of one (1) year after the date of hire.

ARTICLE XVIII - SOCIAL SECURITY

All employees in this Union shall come under the Social Security Act.

ARTICLE XIX - LEAVE OF ABSENCE

Section 1

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, for the following; except that seniority date shall remain the same, 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) and 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 service for the above benefit allowances, but in no event shall credit be given for more than one (1) year of service.

- 1) Serving in any elected position.
- 2) Maternity Leave
- 3) Illness leave (physical or mental, certified by the Health Officer.
- 4) Prolonged illness in the immediate family certified by the City Health Officer.
- 5) Above leave may be extended for like cause.
- 6) Personal leave, however, not including employment for any other employer.

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.

Section 2 - 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.

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 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 (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 procedure:

- (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 know as Policy No. 9.

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

Section 3

For procedures for returning from leaves, see Article VI, Seniority, Section 11.

ARTICLE XX - SPECIAL LEAVE

Section 1 - Bereavement

A member will be granted five (5) working days off when bereavement occurs for:

Current Spouse, Child, Parents, Brother, Sister

A member will be granted three (3) working days off when bereavement occurs for:

Father-in-law Mother-in-law Brother-in-law Son-in-law Sister-in-law
Daughter-in-law Grandchildren Niece Nephew Stepparent Stepchild
Member of Household

A member will be granted one (1) working day off when bereavement occurs for:

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

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 - 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 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 XXI - HOLIDAYS

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

New Years Day	Day After Thanksgiving
Memorial Day	Last Working Day Before Christmas
Fourth of July	Christmas Day
Labor Day	Last Working Day Before New Years
Veteran's Day	General Election Day
Good Friday	Washington's Birthday
Thanksgiving Day	Martin Luther King Jr.'s Birthday

When any of the said holidays fall on a Saturday, Friday shall be a paid holiday; or on a Sunday, Monday shall be a paid holiday.

ARTICLE XXII - SAFETY PROVISIONS AND ACCIDENTS

The City will 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 City 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.

Section 1

The City will design and implement a stringent set of Safety Work Rules, safe working methods, etc. as outlined in Art 59, of Chpt 2 of the City's Ordinance. If the City can not, the employees will be allowed to go home without loss of pay.

Section 2

The City will design and implement an equally stringent progressive disciplinary program for those employees failing to work in accordance with the methods and procedures set forth in Section 1, or to wear the prescribed equipment at the appropriate times.

Section 3

The City will assume full liability for the defense and/or settlement of any action brought against any Supervisor as a result of the enforcement of the provisions under this Article or any similar article that may appear in the collective bargaining agreement between the City of Lincoln Park and Local 628 Hourly Chapter A of the International Union of AFSCME.

ARTICLE XXIII - 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, longevity shall be frozen at the 7-1-92 wages and also frozen from any further increase in yearly increments.

(b) Longevity payments shall be made to each employee on their anniversary date or whenever the check is processed, or which ever is later. However, in no event, will the longevity check be issued more than two weeks beyond the employee's anniversary date.

(c) The parties agree to the following rules governing the distribution of longevity payments:

1) Noncontinuous service shall be treated the same as continued service for employees

covered under this agreement who were discharged and their discharged was reversed, and for employees on an approved leave of absence.

2) Noncontinuous service shall not be treated the same as continuous service for employees who severed employment with the City (i.e. resignations, non-reversed discharge). Employees who have accrued service with the City and then severed service and who return to service for the City shall be credited with combined service, but not for time of non-service with the City.

(d) No employee returning to service with the City, after severing employment, shall be eligible for longevity until after their fifth year of continuous service, upon the employee's written request.

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

ARTICLE XXIV - TRAINING AND EDUCATION

TUITION - TRAINING AND EDUCATIONAL PROGRAMS:

The City will pay for tuition costs for training and education programs under the following rules:

- 1) Prior approval from the Department Head must be obtained.
- 2) School must be accredited.
- 3) Employee must maintain an acceptable performance and adequate grade level in the course.
- 4) Course must relate to the services provided by the City of Lincoln Park.

When the City requests the training, there will no loss of wages. Straight time will be paid for hours over eight (8) hours in any one day for classroom hours.

ARTICLE XXV - GENERAL PROVISIONS

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.

ARTICLE XXVI - PENSION

For members who retire after August 1, 1996, retirement benefits will increase \$300.00 annually each January 1st, beginning with the first January 1st 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 pension contribution rate (from 7.55% to 8.41%).

If any other bargaining group which are members of the Municipal Employee Retirement System receive any pension benefits above and beyond the benefits received by AFSCME, Local 1917 for the term of this agreement, other than those derived from savings achieved by those bargaining units or employees, this contract shall be re-opened to negotiate such pension improvements.

ARTICLE XXVII - SUPPLEMENTAL AGREEMENTS

The parties (as defined in Article I - Recognition) recognize Districts A and B supplements attached to the back of the Agreement are incorporated into this Agreement.

ARTICLE XXVIII - DURATION OF CONTRACT

This Agreement shall become effective upon adoption by the Mayor and Council and ratification by the Union, and shall continue in full force and effect unless and until terminated, modified or amended in accordance with the following provisions:

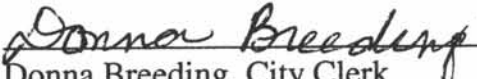
- (a) If either party desires to modify or amend this Agreement, such party shall notify the other in writing of the nature of the amendment or modification desired. Upon receipt of such notice, the other party shall arrange for a meeting to negotiate and consider said request within ninety (90) days. Any notice hereunder shall be sent in writing and shall be deemed sufficient if sent by certified mail. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination served to the other party not prior to June 30, 2002.
- (b) In the event that any of the provisions of this Agreement shall become invalid or unenforceable by reason of Federal or State laws now existing or hereinafter enacted, such invalidity or irregularity shall not affect the remaining provisions hereunder.
- (c) This Agreement shall be effective as of July 1, 1999, and shall remain in full force and effect until June 30, 2002.

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

City of Lincoln Park



Craig Sochocki, Mayor



Donna Breeding, City Clerk

 8/21/00

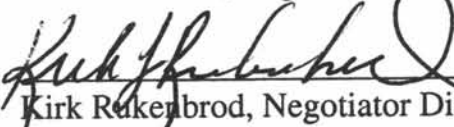
Patricia Lulko, Director of Personnel

Dated: August 7, 2000
Resolution #2000-424

AFSCME, Local 1917



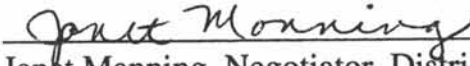
Frank Maniaci, Negotiator District A



Kirk Rokenbrod, Negotiator District A



Sharon Froedge, Negotiator, District B



Janet Manning, Negotiator, District B

**SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF LINCOLN PARK
AND
LOCAL 1917 - LINCOLN PARK CHAPTER - DISTRICT A**

The following supplemental articles and sections covering working conditions, hours of employment and benefits/wages covering District A are hereby incorporated into the Master Agreement.

ARTICLE AI - OVERTIME

Section 1

Any work performed at any time in addition to the regular work day or week shall be paid at the following premiums: Eight (8) hour day - 5 days per week.

Time worked over eight (8) hours in any one (1) day or over forty (40) in any one (1) week shall be paid at one and one half (1 1/2) times the regular rate of pay. Any work performed on Sunday shall be paid at double (2) times the regular rate of pay. Any work performed on holidays included in the Agreement shall be paid at double (2) times the regular rate of pay plus the holiday pay. Any time worked in excess of sixteen (16) consecutive hours shall be paid at double (2) time. Paid leave time will be counted as time worked for the computation of overtime.

Section 2

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.

With the exception of those employees who as a part of their regular shift and assignment are required to work other than day shift on a permanent basis, or to come in on a stand-by basis, no subordinate employee will be worked without the benefit of his/her supervisor.

However, if the employee is either on a regularly scheduled day off or on a leave day, then the City may use the Assistant Foreman to perform said overtime.

ARTICLE AII - MANPOWER

The City agrees to maintain four (4) Foremen if they are supervising at least forty (40) municipal employees; three (3) Foremen if they are supervising at least thirty (30) municipal employees, two (2) Foremen if they are supervising at least twenty (20)

municipal employees and one (1) Foreman if they are supervising at least ten (10) municipal employees. With the exception of any contractual provisions to the contrary, it shall be the acknowledged right of the City to hold open or eliminate a position created by a vacancy and need not fill vacancies of authorized positions and/or classifications once they have been vacant because of re-assignment, retirement, promotion or separation.

ARTICLE AIII - SAFETY GLASSES/SHOES

Safety Glasses

The Employer shall provide all employees of District A with plano safety glasses. 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 lens will be cut in Executive style. Frames other than those approved, non-prescription tints and photogray shall be paid by the employee. Prescription glasses will not be replaced or examination given more often than every twenty four (24) months except for documented medical proof of extreme change.

Prescription glasses and regular safety glasses that are broken during the twenty four (24) month period will be replaced when broken glasses are turned into the Department Head, provided, that the breakage did not occur pursuant to the employee's fault or neglect.

Safety Shoes

It shall be mandatory for employees of District A to wear MIOSHA approved safety shoes and each employee shall receive an allowance of \$75.00 per year, pro-rated for employees hired or upon termination, payable with the Clothing Allowance. Effective July 1, 2000 members shall be issued a \$150.00 voucher and shall be consistent with the terms and conditions as set forth for the hourly workers (AFSCME, Local 628, Chapter).

ARTICLE AIV- VACATIONS

(a) Effective July 1, 1982, any new member will be granted 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	25 days	(200 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 hrs)

- (c) Vacation time may be accumulated to a total of two (2) years with written approval of the Department Head.
- (d) Unused vacation time shall be paid to the Supervisor on separation from service or to his legal heirs in case of death.
- (e) As much notice as possible should be given for advance payroll checks.
- (f) For vacation purposes, anniversary dates will be used for computation of time.
- (g) Effective July 1, 1986, employees may sell back up fifty (50%) percent of accumulated annual leave time during any fiscal year, at the rate of pay which it was earned.

ARTICLE AV - SICK TIME

Effective July 1, 1990, unlimited sick leave shall be discontinued. Sick leave shall be computed from July 1, 1989 at the rate of eight (8) hours per month of service earned while in this bargaining unit, and credited to the employee's leave account at the completion of each fiscal year.

- (a) 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 of each year. This is to be paid in August of each year.
- (b) 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.
- (c) Any job related injury to a member of this Union 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 pro-rated withdrawal from the employee's sick leave, until such sick leave is exhausted.
- (d) In the event of confining illness and provided the sick leave accumulation has been exhausted, and all vacation, and personal leave accumulation has also been exhausted, the Mayor and Council shall authorize an extension of leave to the extent of five (5) days for

each year of service with the City of Lincoln Park. The employee shall be required to repay the additional authorized days from his/her future sick leave accumulation upon his/her return to service.

Section 1 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.

Therefore, effective July 1, 1988, employees 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 \$600.00. Employees having one (1) sick leave usage incident in any fiscal year shall be entitled to a cash payment of \$350.00. Employees having two (2) sick leave usage incidents in any fiscal year shall be entitled to a cash payment of \$200.00. Employees having three (3) or more sick leave incidents shall not be eligible for any benefits under this program. Sick leave benefits shall be paid to employees no later than sixty (60) days following the end of each fiscal year. Further, such cash payments shall be prorated upon termination or retirement.

Section 2 - Personal Leave

- (a) 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, which shall be taken at the beginning or end of the employee's shift, unless preapproved by the Superintendent) if the employee gives four (4) hours advanced notice before the end of his shift to his superior. If the employee fails to give his notice, the Employer may deny the employee pay for that day if the employee's request is unreasonable.

ARTICLE AVI - GENERAL PROVISIONS

Supervisory Responsibilities Effective upon the execution of this Agreement, Supervisors and Acting Supervisors shall, in addition to present responsibilities, expressly have the following duties and responsibilities:

- 1) Enforcement of all published work rules of subordinate employees.
- 2) Enforcement of safety rules, including OSHA and MIOSHA regulations.
- 3) Investigation of employee absenteeism and to report in writing, any patterns of sick leave usage among subordinate employees and further to report on the job absenteeism involving extended coffee breaks, rest periods or lunch periods.
- 4) Responsibility for the quality of work being performed by subordinate employees.
- 5) To document and record employee violations of Employer rules and to provide management with reports of supervisory investigations as to the misconduct of subordinate employees.
- 6) To evaluate employee performance on forms to be provided by management.
- 7) To investigate complaints on subordinate employees received from the public or City personnel.
- 8) To implement training programs involving safety and departmental rules and regulations as provided by the Employer.

(d) Effective upon the execution of this Agreement, members of this Union shall not be required to be on stand-by duty as a condition of their employment. For the purposes of call back for the Water Department emergencies, the following procedures shall be in effect:

The Superintendent of Public Services shall prepare a list specifying the order of call back, together with telephone numbers, which shall be posted in the Department, and with the Police and Fire Departments. The individual responding to such emergency call back shall be vested with supervisory authority and shall remain in charge until relieved by a supervisory employee.

ARTICLE AVII - WAGES

Section I - Wage Adjustment

Effective July 1, 1999, the City will implement an annual wage increase of three percent (3%).

Effective July 1, 2000, the City will implement an annual wage increase of two percent (2%).

Effective July 1, 2001, the City will implement an annual wage increase of three percent (3%).

Section 2 - Cost of Living (COLA)

The amount of any cost of living allowance in effect shall be included in computing overtime, premium, vacation, sick time and holiday pay. It is further understood, that COLA will be paid as straight time for overtime hours, effective 7-01-91.

WAGE SCHEDULE

	July 1, 1999		July 1, 2000	
	Annual	Bi-weekly	Annual	Bi-Weekly
Foreman:				
4 yrs & over	\$44405.16	\$1707.89	\$45293.26	\$1742.05
2 - 3 years	\$43007.26	\$1654.13	\$45183.43	\$1737.82
0 - 1 year	\$40721.26	\$1566.20	\$41535.69	\$1597.53

	July 1, 2001	
	Annual	Bi-weekly
Foreman:		
4 yrs & over	\$46652.06	\$1794.31
2 - 3 years	\$45183.43	\$1737.82
0 - 1 year	\$42781.76	\$1645.45

The above wage schedule for Foreman is implemented based on years of seniority with Local 1917, District A. No other City service shall be considered. Increment increases will take effect on the employee's anniversary date of promotion to this bargaining unit.

**SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF LINCOLN PARK
AND
LOCAL 1917 - LINCOLN PARK CHAPTER - DISTRICT B**

The following supplemental articles and sections covering working conditions, hours of employment and benefits/wages covering District B are hereby incorporated into the Master Agreement.

ARTICLE BI - 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.

Sunday work will be paid at double time. Any overtime that becomes necessary requiring other than regular Department employees, shall be posted. Overtime shall be assigned on the following basis, by seniority.

- (a) Employees by classification within the Department.
- (b) Employees within the Department generally.
- (c) Employees on a city wide basis within the Union, first by classification, then generally, beginning with those persons whose pay is most comparable to the work being performed.

ARTICLE BII - 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)	Effective 7/1/00 25 days
20 years and over	26 days plus 1 day per year after the 20th year with a maximum of 31 days (or a maximum of 248 hrs)	

- (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) 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.

(d) 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 legal heirs in the case of death.

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

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

(g) Vacation selections shall be based on seniority. Anyone scheduling their vacation on or after April 15th of each year shall not be permitted to bump a less seniority person whose vacation was scheduled previous to April 15th of that calendar year.

(h) Effective July 1, 1987, employees may sell back up to fifty percent (50%) of accumulated annual leave time during any fiscal year, at the rate of pay which it was earned.

ARTICLE BIII - 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 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 at the completion of the probationary period of new employee.

(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.

(f) In the event of confining illness and provided 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. 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.

Section 1 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 Sick Leave Request Form shall subject the employee to disciplinary action.

Effective July 1, 1988, 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 \$600.00. Employees having one (1) sick leave usage incident in any fiscal year shall be entitled to a cash payment of \$350.00. Employees having two (2) sick leave usage incidents in any fiscal year shall be entitled to a cash payment of \$200.00. Employees having three (3) or more sick leave usage incidents shall not be eligible for any benefits under this program.

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

Section 2 - Personal Leave

(a) 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.

ARTICLE BIV - SUBCONTRACTING

If it should become necessary to temporarily fill any position in District B due to illness, vacation, etc., it is agreed that these positions shall be filled by an employee within the department; or in the case of the Executive Secretary, be filled with a Junior or Senior Utility Clerk from AFSCME, Local 628, Chapter B before being filled by any temporary service (i.e. Kelly Services) on a temporary basis only, if feasible.

ARTICLE BV - WAGES

Section 1 - Wage Adjustment

Wages will be adjusted by the City according to the following schedule:

The City will implement an annual wage increase of three percent (3%) effective July 1, 1999, two percent (2%) effective July 1, 2000 and three percent (3%) effective July 1, 2001.

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 and holiday pay. It is further understood, that COLA will be paid as straight time for overtime hours, effective 7-01-91.

WAGE SCHEDULE

Effective July 1, 1988, all classifications within this District shall be paid on the same rate schedule.

	7-01-99		7-01-00	
	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY
Grade C	\$37359.58	\$1436.91	\$38106.77	\$1465.65
Grade B	\$34730.46	\$1335.79	\$35425.07	\$1362.50
Grade A	\$32588.23	\$1253.39	\$33239.99	\$1278.46
Probationary	\$29713.14	\$1142.81	\$30307.40	\$1165.67
	7-01-01			
	ANNUAL	BI-WEEKLY		
Grade C	\$39249.97	\$1509.61		
Grade B	\$36487.82	\$1403.38		
Grade A	\$34237.19	\$1316.82		
Probationary	\$31216.62	\$1200.64		