

9044

6/30/83

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

SUPERVISORY PERSONNEL

July 1, 1982 - June 30, 1983

Lincoln Park, City of

*City of Lincoln Park
Personnel*

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Lincoln Park, Mich. 48146

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SUPERVISORS
7/1/82 - 6/30/83

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COLLECTIVE BARGAINING AGREEMENT

July 1, 1982 - June 30, 1983

This Agreement entered into on July 1, 1982 between the City of Lincoln Park (hereinafter referred to as the EMPLOYER) and the Lincoln Park Supervisors Association (hereinafter referred to as the ASSOCIATION).

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 Association.

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 Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association 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

- A. General Foreman
- B. Foremen of the Public Services, Water, Sewer, Motor Pool and Parks and Recreations Departments.
- C. Afternoon Supervisor at the Community Center

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 ASSOCIATION

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 Association.

ARTICLE III - ASSOCIATION SECURITY

Requirement for Association Membership:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association 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 Association for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the 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 Association within the meaning of this section if they are not

more than sixty (60) days in arrears in payment of membership dues.

ARTICLE IV - ASSOCIATION DUES AND INITIATION FEES

Section 1 - 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 Association or pay the Association 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 Association Membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes or has executed the following:

"Authorization for Check-Off of Dues Form"

Lincoln Park Supervisors Association
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 the Lincoln Park Supervisors Association and effective the same date to deduct from my earning a sufficient amount to provide for the regular payment of the current rate of monthly Association dues, as certified by the Association. The amount deducted shall be paid to the Treasurer of the Lincoln Park Supervisors Association. This authorization shall remain in effect unless terminated by me by written notice to the Association and Employer within thirty (30) days immediately preceding the termination date of the existing Association - Management Agreement, or termination of my employment.

Employee's Signature

Street Address

City and State

The City will require a new employee to sign two (2) copies of the Authorization for Dues Check-Off upon hiring or promoting. Both copies will be forwarded to the Association Secretary of Record. It shall be the responsibility of the Association to provide a signed authorization form to the Payroll Department.

Section 2 - 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.

Section 3 - Remittance of Dues of Financial Officer

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

Section 4 - Termination of Check-Off

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

Section 5 - Dispute

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of

the employer and of the Association and if not resolved may be decided at the final step of the Grievance Procedure.

ARTICLE V - ASSOCIATION REPRESENTATION

Section 1

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

Section 2 - Separate Agreements

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 provision of this Agreement, or which in any way affects wages, hours of work, working conditions of said employees or any individual employees. Any grievance arising under this paragraph shall be discussed in a private closed room between Association Steward and the party or parties concerned.

Section 3 - Procedures for Amendment Where Requested by Employees

It shall be the duty of the designated representative or bargaining committee and President of the Association to handle all matters pertaining to negotiations with the City in regard to any changes or amendments to this Agreement. Negotiations for any amendments to this Agreement shall be conducted between April 15th and June 30th each year.

Section 4

In all negotiations with the Bargaining Team, the Association Representatives and the Negotiating Committee (not to

exceed four (4) persons) shall negotiate with the City's Wage Negotiations Panel on wages and working conditions unless otherwise designated by the Charter or Policy Statement.

ARTICLE VI - STEWARDS AND ALTERNATE STEWARDS

(a) The President of the Association shall act as Steward for all cases except his own, in which case the Vice President will act a 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, Association Representatives shall be allowed to:

- (1) Post Association notices.
- (2) Distribute Association 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 Association or its officers, or the Employer or its designated representative.
- (5) Consult with the Employer, his representative, Association Officers, or other Association representatives concerning the enforcement of any provisions of the Agreement.

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

ARTICLE VII - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Association President and the Employer 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 at least two representatives of the Employer and at least two (2) representatives of the Association.

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 Association shall not lose time or pay for time spent in such special conferences.

Special conferences will be scheduled as much as possible on regular scheduled City time, time and one-half will not be paid when the Scheduled Conference goes into employees' off time.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - Time of Answers

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

(a) Any employee who believes that he has a justifiable request or complaint may discuss it with his Department Head who will attempt to adjust it. The Department Head shall summon the Steward at the request of the Employee.

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

The Department Head shall answer the Employee's grievance in writing within five (5) working days of the written grievance.

(b) If a satisfactory settlement cannot be reached with the Department Head, the grievance shall then be referred in writing within five (5) working days to a designated representative of the Mayor and Council for their determination and disposition.

The designated representative of the Mayor and Council shall establish a meeting to discuss the grievance and within ten (10)

working days answer in writing to the President of the Association.

(c) If the Association is not satisfied with this decision, a pre-arbitration meeting between the Municipal Service Board and the Association shall be set up with the City's negotiator present within thirty (30) days. (Either side may be represented by counsel if they desire).

(d) If no decision can be reached, the Association may appeal to arbitration by giving notice to the City of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator, however, if no decision can be reached, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator under their voluntary labor arbitration rules. The expenses of the arbitrator shall be shared equally by both parties.

Section 2 - Verbatim Record

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

Section 3 - Decision

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

Section 4 - 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.

Section 5 - Failure to Appeal Answers

Failure on the part of the Association to appeal the Employer's answer within the stated time limits, shall be construed as the Association'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.

Section 6 - Working Days Defined

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

ARTICLE IX - EMPLOYEE RESIDENCE

Members of this Association will be required to be residents of the City of Lincoln Park.

If during the term of this contract the City enters into an agreement with any other group of employees agreeing to a change in residency requirements, the City agrees to open this Article for negotiations under the Special Conference Article.

The above does not pertain to Appointed Officials.

ARTICLE X - PROMOTIONS

Section 1.

All promotions to positions within the unit 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 upgrades within the unit will be offered first to current unit 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.

ARTICLE XI - SENIORITY AND PROBATION

Section 1 - Probationary Period

(a) New employees hired into the unit shall be probationary for the first ninety (90) days of their employment. Upon completion of their probation period, the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day employed with the City.

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

Section 2 - 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. Unit seniority will begin with the first day of promotion into unit, and will be used for promotions and layoffs within the unit.

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 3 - Loss of Seniority

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

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of this contract.
3. If he is absent for five (5) consecutive working days without notifying the employer. This shall be waived when notification is beyond employee's ability.
4. If he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure.
5. If he overstays a leave granted for any reason (medical leave is continuous unlimited leave on proof of illness).

ARTICLE XII - 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 contract, 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.

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 XIII - DISMISSAL AND DISCIPLINE

Section 1

An employee shall not be disciplined or discharged without just and stated cause. In no case will the City discipline and/or discharge an employee without notifying the employee and the Association in writing as soon as possible, or in no case later than the close of the next working day.

Section 2

If the employee is disciplined and/or discharged, it will be done in such a manner so as not to cause undue embarrassment to the employee in front of other people.

Section 3

The discharged 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.

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 falsifying his employment application after a period of one (1) year from his date of hire.

Section 4

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

ARTICLE XIV - LAYOFF AND RECALL

Section 1 - Layoff (Reduction in Working Force)

(a) There shall be no layoffs within the Bargaining Unit during the term of this Agreement.

(b) Notwithstanding the provisions in Section (a) of this Article, layoff procedure will be as follows:

1. 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 Association.
2. Under no circumstances will work normally performed by the bargaining unit employees be subcontracted to any group or individuals while bargaining unit employees are on layoff.

(c) Recall

1. The employee retains recall rights equal to his employment seniority or up to the first recall refusal of employee.
2. The last member to enter the bargaining unit will be the first member to be demoted or laid off.
3. The laid off/demoted member with the most seniority in the unit will be the first member returned to the bargaining unit.
4. 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.
5. 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 - SAFETY PROVISIONS AND ACCIDENTS

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

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

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

Section 1

The City will design and implement a stringent set of Safety Work Rules, safe working methods, etc. as outlined in Article 59, of Chapter 2 of the City of Lincoln Park ordinance.

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.

Section 4 - Safety Glasses

The Employer shall provide all employees 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 in to the Department Head.

ARTICLE XVI - WORKING HOURS - SUPERVISORY PERSONNEL

The Supervisory Personnel working hours will be:

Eight (8) Hour Day - 40 Hours per Week (5 Day Week)

or

Ten (10) Hour Day - 40 Hours per Week (4 Day Week)

and will be compatible with the regular working hours of those employees who they supervise.

ARTICLE XVII - 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:

(a) 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.

(b) Ten (10) Hour Day (4 Days Per Week)

Any time worked daily in excess of ten (10) hours shall be paid at the regular overtime rates. Any time worked in excess of the regular forty (40) hour week shall be paid at the regular overtime rates.

Section 1 - Four (4) Day, Ten (10) Hour Employees

If a man works Tuesday through Friday, his day off is Monday. When Monday is the holiday for the five (5) day employees, then Tuesday is the holiday for the four (4) day employees who work Tuesday through Friday.

A four (4) day employee who works Monday through Thursday, has Friday off. When Friday is the holiday for the five (5) day

employee then Thursday is the holiday for the four (4) day employee who works Tuesday through Friday.

Overtime is paid at double time on holidays and time and one-half (1-1/2) on day off.

ARTICLE XVIII - SOCIAL SECURITY

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

ARTICLE XIX - SICK TIME

All members will have unlimited sick leave (non-accumulative) for a period not to exceed six (6) months for a confining illness. No member shall be paid for three (3) or more consecutive days without the presentation of a satisfactory medical certification for any illness or injury.

A complete evaluation of his/her physician must be presented with a request for continuance of sick pay during the aforementioned six (6) month period.

The City maintains the right to require a return to work authorization from its Health Officer.

Any job-related injury to a member of this Association 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.

New members who come into this unit will receive payment for their accumulated sick leave at the pay scale they were earning prior to promotion, excluding COLA, and will enter this unit with zero (0) sick time.

Leave cards or Leave of Absence Request must be presented to the Personnel Office of all sick days off.

Sick Leave Incentive Program

It is the joint goal of the City and the Union to reduce or eliminate any unauthorized or unnecessary sick leave among employees and to prevent any abuses of the sick leave program.

Falsification of a Sick Leave Request form shall subject the employee to disciplinary action.

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

ARTICLE XX - SPECIAL LEAVE

Section 1 - Bereavement

(a) Upon a showing of necessity to the satisfaction of his/her Department Head an employee will be granted up to four (4) days leave or five (5) days leave in excess of a radius of two hundred fifty (250) miles from Lincoln Park with no loss of pay for the purpose of attending the funeral of a:

Spouse
Child
Parent

An employee will be granted up to two (2) days leave or three (3) days leave in excess of a radius of two hundred fifty (250) miles from Lincoln Park with no loss of pay for the purpose of attending the funeral of a:

Brother
Sister
Mother-in-Law
Father-in-Law

An employee will be granted up to one (1) day's leave or two (2) days leave in excess of a radius of two hundred fifty (250) miles from Lincoln Park with no loss of pay for the purpose of attending the funeral of a:

Grandparents
Grandchildren
Stillborn Child
Son-in-Law
Daughter-in-Law

Members are to provide proof of attending the funeral in all cases.

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

Section 2 - Personal Leave

(a) The City agrees to allow four (4) 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 four (4) hour increments) 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.

(c) Personal leave days are eight (8) hours for eight (8) hour day employees, and ten (10) hours for ten (10) hour day employees.

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/her full pay for the day or days served on jury duty.

ARTICLE XXI - LEAVE OF ABSENCE

Leave of Absence for reasonable period not to exceed one (1) year will be granted without pay and without loss of seniority upon approval of the Mayor and Council.

ARTICLE XXII - MILITARY LEAVE

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

(b) Council Resolution 79-722 - Policy #9

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

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

- 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."

ARTICLE XXIII - 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 or a maximum of 248 hours.)

(b) Current members shall be entitled to the following schedule:

10 thru 14 Years	25 days	(176 hours)
15 thru 19 Years	27 days	(200 hours)
20 Years and over	28 days plus 1 day	(8 hours per year after the 20th year with a maximum of 31 days or a maximum of 248 hours.)

(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.

ARTICLE XXIV - HOLIDAYS

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

New Year's Day	Day after Thanksgiving
Memorial Day	Last Working Day Before Christmas
Fourth of July	Christmas Day
Labor Day	Last Working Day Before New Year's Day
Veteran's Day	General Election Day
Good Friday	Washington's Birthday
Thanksgiving Day	Lincoln's Birthday

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

(b) In addition to the above, one (1) floating holiday shall be granted. An employee shall schedule the floating holiday by giving the employer forty eight (48) hours advance written notice of using the holiday. The employer shall reserve the right to deny use of said holiday if more than twenty percent (20%) or one (1) man whichever is greater, in the Department, requests the same day off. However, the Employers must grant at least twenty percent (20%) or one (1) man off according to seniority.

ARTICLE XXV - LONGEVITY

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

<u>Employment</u>	<u>Percent of Base Rate (Not Including COLA)</u>
5 to 9 Years	1%
10 to 14 Years	2%
15 to 19 Years	3%
20 to 24 Years	4%
25 to 29 Years	5%
30 Years and Over	6%

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

(c) For the purpose of longevity payments and vacations, non-continuous 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 of termination of service, longevity shall be pro-rated to the date of termination of service.

ARTICLE XXVI - INSURANCE

Section 1 - Hospitalization

(a) The City agrees to the following insurance coverage:

Blue Cross/Blue Shield coverage shall be the plan designated as MVF-2 and shall include the following riders - Major Medical III and ML, \$2,00 Co-pay drug rider, Medical First Aid rider with Reciprocity Agreement and Reasonable Customary Cost for Doctor's Fees (FAC-RC-VST)

In lieu of the above plan, if the employees so desire, the City will provide an insurance plan which will be the following:

The equivalent Blue Cross/Blue Shield Metropolitan Health Plan.

(b) The City shall pay in cash a sum equivalent to that of a single subscriber to those employees who, because of coverage by their spouse on comparable Blue Cross Plans, cannot take advantage of the City's Blue Cross coverage.

(c) Any employee hired on or after July 1972 will not be allowed a cash payment in lieu of Blue Cross coverage if covered elsewhere under another Blue Cross/Blue Shield Plan.

Section 2 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan.

Section 3 - Insurance for Probationary Employees

Medical insurance for probationary employees shall be covered on the sixth (6th) of the month following the month of their employment.

Dental insurance for probationary employees shall be effective on the first (1st) of the month following the month of their employment.

Term insurance coverage will become effective immediately after the first (1st) of the month following the date of their hire.

Section 4 - 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 sixty five (65) or death with normal offset for Family Social Security, Workers' Compensation benefits, Salary Continuation, Veterans Benefits if for the same injury or illness.

Section 5 - Life Insurance

Effective first (1st) day of the month following contract approval, the City will provide the following life insurance coverage:

1. An \$18,000 Term Insurance Policy with double indemnity; for active members.
2. A \$9,000 Term Life Insurance shall be continued for members who retire under the Municipal Employees Retirement System. After November 1, 1980 any member who receives disability retirement, and is eligible for Waiver of Premium benefits, would have that benefit reduced to the same amount as an active member would receive upon his retirement. The benefit would be the amount in effect at the time the disabled member attains normal retirement age.

ARTICLE XXVII - COST OF LIVING ALLOWANCE (COLA)

(a) A Cost of Living Allowance will be determined in accordance with changes in the CPI (revised Urban Wage Earners and Clerical Workers) published by the BLS, U.S. Department of Labor using 1967-100 base and hereinafter referred to as the BLS - CPI-W.

(b) Beginning with BLS Index of June 1974 as a base of zero, the rate will be adjusted up or down as shown by the Index of each three (3) months, October, January, April and July, using the index from the previous month. Effective July 1, 1979, the amount of the Cost of Living Allowance that shall be effective for any quarterly period shall be a maximum of five cents (5¢) per quarter with a maximum adjustment of twenty cents (20¢) per annum.

(c) The formula will be a one cent (1¢) adjustment for each 0.4 point change in the index.

(d) The amount of any Cost of Living Allowance in effect shall be included in computing overtime, premium, vacation, sick time and holiday pay.

(e) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in published figures for the BLS Consumer Price Index for any base month.

ARTICLE XXVIII - WAGES

(a) Effective July 1, 1982 the Supervisory Personnel shall be given a wage increase of two percent (2%) set forth as follows:

	<u>Annual</u>	<u>Bi-Weekly</u>
General Foreman	\$22,987.	\$884.12
Foreman	\$22,998.	\$884.54
Community Center Afternoon Supervisor	\$17,196.	\$661.38

ARTICLE XXIX - GENERAL PROVISIONS

(a) Coffee Breaks

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

(b) 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 Mayor and Council 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 be no loss of wages. Straight time will be paid for hours over eight (8) hours in any one day for classroom hours.

(c) 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 MYOSHA 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 absenteisms 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 employers.

(d) Notwithstanding 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.

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

1. 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 XXX - OPTICAL REIMBURSEMENT PROGRAM

Each employee of the Bargaining Unit shall be entitled to apply for reimbursement up to One-Hundred Dollars (\$100.00) per contract period for expenses paid for optical care for the employee and their family. The "family" shall be defined as the immediate family living within the household, including the spouse and children not exceeding 19 years of age. Provided however, that this definition shall include children over the age of 19 who are mentally or physically handicapped. Optical care shall include all necessary and reasonable services rendered by a licensed ophthalmologist or optician, including the cost of examination, frames, lenses and contact lenses.

ARTICLE XXXI - DURATION OF CONTRACT

This contract shall become effective upon adoption by the Mayor and Council and ratification by the Association, 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 registered 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.

(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, 1982, and shall remain in full force and effect until June 30, 1983.

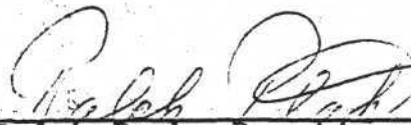
IN WITNESS WHEREOF, the parties have executed this document
by their duly authorized signatures.

Dated at Lincoln Park, Michigan, this 7th day of
March, 1983.


CITY OF LINCOLN PARK

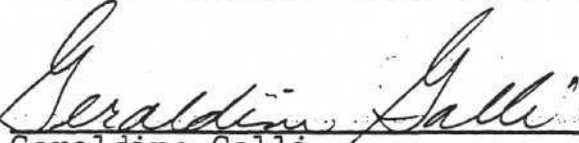
SUPERVISION

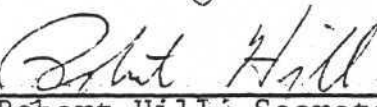

Charles Paddock, Mayor

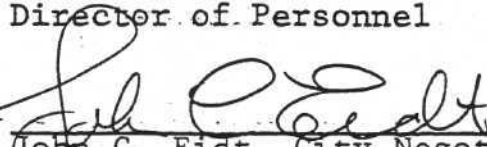

Ralph Ptak, President

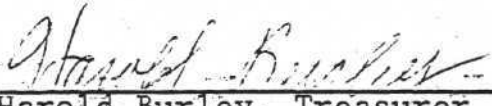

Irene B. Bartal, City Clerk


Charles Jackson, Vice President


Geraldine Galli
Director of Personnel


Robert Hill, Secretary


John C. Eidt, City Negotiator


Harold Burley, Treasurer

