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6/30/83

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

CITY OF LINCOLN PARK

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AND

LOCAL 628, HOURLY - CHAPTER A

International Union of the American Federation
of State, County and Municipal Employees

July 1, 1981 ---- June 30, 1983

Lincoln Park, City of

*City of Lincoln Park
Personnel Dept.
1355 Southfield Road
Lincoln Park, Michigan
48146*

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COLLECTIVE BARGAINING AGREEMENT

July 1, 1981 - June 30, 1983

This Agreement entered into on 11/2/81 between the City of Lincoln Park (hereinafter referred to as the EMPLOYER) and the International Union of the American Federation of State, County and Municipal Employees and Council No. 25 and its affiliated Local 628, Chapter A (hereinafter referred to as the UNION).

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

ARTICLE I - RECOGNITION

Employees Covered

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

"D.P.S., SEWER, WATER, PARKS, GARAGE AND CUSTODIANS"

ARTICLE II - AID TO OTHER UNION

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

ARTICLE III - UNION SECURITY

Requirement of Union Membership

(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 the 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 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 AND 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. 628 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 Local No. 628 of the American Federation of State, County and Municipal Employees. 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

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. Both copies will be forwarded to Union Secretary of Record. It shall be the responsibility of the Union to provide a signed authorization form to the Payroll Department.

(b) When Deductions Begin

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

(c) Remittance of Dues to Financial Officer

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

(d) Termination of Check-Off

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

(e) Disputes Concerning Membership

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

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

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

ARTICLE V - UNION REPRESENTATION

Section 1

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

Section 2

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

Section 3 - Procedures for Amendment Where Requested by Employees

It shall be the duty of the designated representative or bargaining committee and President of the Local Union 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 of each year.

Section 4

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

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

(c) The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

(d) 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 Local Union or its officers, or the Employer or its designated representative, subject to Article XXXV, Section (b).
- (5) Consult with the Employer, his representative, Local 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 the Chapter Chairman 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 Union.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representative of Local No. 628 and/or a representative of the International Union, or Council 25.

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

A - Time of Answers

Should differences arise between the Employer and the Union 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.

Step 1

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

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

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

Step 2

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

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

Step 3

If a satisfactory 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 fifteen (15) working days answer in writing to the Chapter Chairman of the Grievance Committee.

Step 4

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

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

B - Expenses

The expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

C - Verbatim Record

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

D - Decision

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

E - Powers of Arbitrator

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

F - Failure to Appeal/Answer

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

G - Working Days Defined

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

ARTICLE IX - EMPLOYEE'S RESIDENCE

All employees must be residents of the City of Lincoln Park for one (1) year at the time of employment and shall remain residents in the City as long as they are employed.

If during the term of this Contract the City enters into an agreement with any other group of employees agreeing to change the residency requirements other than Article IX of this Agreement, then the City agrees to open said Article for negotiation with the Union through special conferences. This does not pertain to Appointed Officials.

ARTICLE X - VACANCIES AND JOB OPENINGS

(a) At all times the City retains the right to decide when and if a vacancy exists, if a job is not going to be filled and the position is discontinued temporarily or permanently the City shall so state in writing within a period of fifteen (15) days.

(b) All vacancies and job openings shall be posted for five (5) working days on the City Bulletin Boards before being permanently filled. The Local Union Representative, or other designated representative shall receive a copy of all such notices. The posting notice shall set forth the job title, shift, and location of the opening, and the basic abilities to perform the job. Employees interested shall apply within the five (5) day posting period. Bids shall be filed with the Personnel Office.

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

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

If the senior applicant is requesting a promotion, the employer shall interview the employee to determine if the employee possesses the basic ability to work the trial period. If the employer feels the employee does not possess the basic ability he shall provide the Union and the employee with the

ability, he shall provide the Union and the employee with the reason for disqualification in writing. If the employee disagrees he shall file a written grievance at Step 2 of the grievance procedure.

Examples of lack of basic abilities shall be, but not limited to, license required by law, physical or mental disabilities, etc.

(d) Any employee filling a vacancy or job opening by promotion or transfer will be given fifteen (15) working days to prove their ability and if unable to qualify, shall be returned to their former position without prejudice or loss of pay. Trial period will be extended by the amount of the leave days the employee uses. The trial period may be extended another fifteen (15) working days upon mutual agreement by the employer, the employee and the Union.

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

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

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

(1) At the discretion of management.

(2) The employee requests a promotion by bidding.

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

ARTICLE XI - SENIORITY AND PROBATION

(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 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 working conditions, except discharged and disciplined employees for other than Union activity.

Section 2 - Seniority Lists

The seniority of all employees shall commence with the last date of hire by the City of Lincoln Park. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name, seniority number and effective hiring date. The Local Union Treasurer will be provided with notices of new hires, probationary completions and terminations. The Chapter Chairman will be provided with notices of transfers and other changes that occur.

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 employees 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 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 and initial or otherwise acknowledge in writing that he/she has examined these materials and has the opportunity to submit a response in writing. Such response shall be added to the employee's personnel file.

Accident reports concerning other employees' damage to vehicles or property are not to be placed in the personnel file unless this report is being used for disciplinary action at which time the above procedures will be followed.

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 Union 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 Procedure

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

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

1. Probationary employees shall be immediately laid off.

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

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

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

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

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

(e) An employee who has bumping rights as set forth in letter (d) above, shall have the right also to accept the layoff until

recalled. Employee taking layoff may not be eligible for unemployment insurance.

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

(g) Under no circumstances will work normally performed by the bargaining unit employees be sub-contracted to any group or individuals while bargaining unit employees are on layoff.

Section 2 - Recall Procedure

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

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

ARTICLE XV - SAFETY PROVISIONS AND ACCIDENTS

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

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

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

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

Section 1 - Safety Committee and Functions

(a) A safety Committee composed of Union and City Representatives has been established by Council Resolution dated February 7, 1972. The parties to this Agreement hold themselves mutually responsible for cooperative enforcement of Safety and Health Rules and Regulations. The Committee will consist of the required number of Union and City representatives and may meet monthly during regular working hours for purposes of making

recommendations to the City for disposition. The Mayor and Council shall appoint one new member each year in March to represent the City. Each member will serve on the Committee for two (2) years.

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

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

Section 2 - Equipment and Accidents

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

(b) Any employee involved in any accident shall immediately report said accident to his superior and any physical injury

sustained therein, in accordance with existing department work rules.

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

Should any employee give written notice as prescribed above by the Employer regarding the unsafe mechanical condition of a vehicle or mechanical equipment, and the condition is not corrected, he shall then refer the matter to the Local Union Representative who shall then discuss the matter with the Department Head. If no satisfactory solution is reached, the Local Union shall then proceed according to the provisions of the grievance procedure.

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

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

Section 3 - Prescription Glasses - Safety

The Employer shall provide all employees with plano safety glasses. If an Employee required 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 any oftener 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

Section 1

For the employees of the Department of Public Services, Sewer, Parks and Water, the regular work week shall consist of eight (8) hours per day and forty (40) hours per week with the work week ending on Friday. The time schedule for the regular daytime shift shall be from 7:30 A.M. to 4:00 P.M. City Hall employees shall work the hours set by the Council under the direction of their Department Heads, subject to negotiations with the Union if a problem should arise.

The exception to the above shall be as follows:

The Community Center:

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

Motor Pool:

The regular work day shall be a ten (10) hour day beginning at 7:00 A.M. and ending at 5:30 P.M. with a lunch break from 12:00 P.M. to 12:30 P.M. The regular work week will continue to be forty (40) hours but will be construed to be in one of the following groups: Group A will work Monday through Thursday and Group B will begin their work week on Tuesday and work through Friday. This schedule will be posted in the work area and seniority shall be used in scheduling, but at no time will the department relinquish their right to schedule adequate coverage.

If a man works Tuesday through Friday, his day off is Monday. When Monday is the holiday for the 5 day employees, then

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

Overtime is paid at double time on holidays and 1-1/2 times on day off.

For all other Departments - ten (10) hour/four (4) day work week. It is agreed that the Union and the City shall meet under the Special Conferences provisions and mutually agree to place all classifications in all departments on the ten (10) hour/four (4) day work week as is possible. Details shall follow the current mechanic ten (10) hour/four (4) day work week agreement. The implementation time shall be agreed upon by the parties.

Section 2

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

ARTICLE XVII - OVERTIME

Section 1

Any work performed at any time in addition to the regular work day or week shall be paid at the following premiums:

(a) 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 (1½) 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 this 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. An employee required to work more than three (3) hours beyond his normal quitting time shall be permitted a lunch break of thirty (30) minutes.

(b) All overtime hours shall be divided among the employees who have completed the normal work hours in the week in which the overtime is required. Said overtime shall be assigned as follows:

Section 2 - Equalization of Overtime

Overtime will be equalized by the following procedure:

First Preference - by classification within the Department on the basis of seniority.

Second Preference - Department-wide by seniority.

Third Preference - by classification on a city-wide basis, based upon seniority.

Fourth Preference - city-wide by seniority.

(a) The employee with the least amount of overtime will be given the first opportunity to work available overtime in his/her department by classification, then department, next city-wide by classification, then city-wide by seniority.

(b) Any employee refusing to work overtime pay hours, will be charged with such refused overtime pay hours regardless of cause.

(c) Overtime hours will be determined by including refused absent hours in the same manner as if the employee had worked.

(d) Overtime pay hours are to be charged in the amount of converted hours paid over forty (40) hours in any work week including holiday and overtime or off-schedule worked on a holiday.

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

(f) All overtime hours will be recorded on a continuing basis and shall be reverted to zero (0) at anytime. Employees transferring into a department will be charged with the maximum number of hours recorded.

(g) All overtime hours worked will be paid in the same pay period in which they are worked.

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

Section 3 - City Wide Overtime Lists

If the Employer finds that it needs more manpower in any department than is available for overtime, then the department shall call in employees from City Wide Overtime List. The City Wide Overtime List shall be established from employees who sign their name on such list. The original list shall be established by seniority of such volunteers and thereafter rotated by hours. Such list shall follow Section 2 of this Article.

Section 4 - Scheduled Weekend Overtime

Scheduled weekend overtime shall be posted above the time clock before Thursday shift ending.

Section 5 - 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 Friday, has Friday off. When Friday is the holiday for the five (5) day employees then Thursday is the holiday for the four (4) day employees who work Tuesday through Friday.

Overtime is paid at double time on holidays and time and one-half (1½) on day off.

Section 6 - Overtime Requirement

An employee is not eligible for overtime unless he has worked his scheduled work day. If an employee is absent on Friday due to illness, personal leave, or vacation, he will not be considered for overtime that Saturday or Sunday. Provided however that such employees may be called in after all other employees have been called in an emergency.

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

Employees who are on "light" duty shall not be permitted to work on any overtime assignments, except under circumstances where they are fully able to perform their required work and further, have a medical certification that such work will not be harmful to their physical illness or injury.

"Light duty" shall be allowed to employees based upon circumstances where there is available work for the "light duty" and medical certification has been obtained that the employee is medically capable of performing the particular "light duty" assignment.

ARTICLE XVIII - SHIFT DIFFERENTIAL

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

- (a) The FIRST shift (midnights) is the shift starting at 11:00 P.M. to 7:00 A.M.
- (b) The SECOND shift (days) is the shift starting at 7:30 A.M. to 4:00 P.M.
- (c) The THIRD shift (Afternoons) is the shift starting at 3:00 P.M. to 11:00 P.M.

ARTICLE XIX - EMERGENCY HOURS AND STANDBY

Section 1 - Emergency Duty

(a) Any employee reporting for emergency duty shall be guaranteed at least two (2) hours at the rate of time and one-half ($1\frac{1}{2}$) of their regular rate of pay.

(b) Any employee reporting for emergency work on a Saturday shall be guaranteed at least three (3) hours pay at the rate of time and one-half ($1\frac{1}{2}$) of their regular rate of pay.

(c) Any employee reporting for emergency duty on a Sunday shall be guaranteed at least three (3) hours pay at a rate of double (2) times their regular rate of pay.

Section 2 - Standby

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

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

(c) If standby man is the only man available then in addition to his standby pay, he will start his time and one-half ($1\frac{1}{2}$) pay immediately upon start-in to work with the emergency crew.

(Letter of Understanding) #1

ARTICLE XX - SOCIAL SECURITY

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

ARTICLE XXI - SICK LEAVE

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

(b) Sick leave shall be computed from the date of an employees 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. Temporary, or seasonal and probationary employees are not eligible to be paid for sick leave.

(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, excluding 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, but not to exceed an additional thirty (30) working days without pay.

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

(h) Sick Leave Incentive Program

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

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

ARTICLE XXII - SPECIAL LEAVE

Section 1 - Bereavement

(a) Upon a showing of necessity to the satisfaction of his/her Department Head an employee will be granted 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, or ten (10) days leave with no loss of pay for overseas funeral for the purpose of attending the funeral of a:

Spouse	Child	Parent
Sister	Brother	Mother-in-Law
Father-in-Law	Son-in-Law	Daughter-in-Law
Grandparents	Grandchildren	Brother-in-Law
		Sister-in-Law

(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 sick 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) advanced notice before the end of his shift to his superior. If the employee fails to give this 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 (1) 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 XXIII - LEAVE OF ABSENCE

(a) Leaves of absence for reasonable periods of time not to exceed one (1) year will be granted without pay or accumulation of Holidays, Sick Leave, Personal Leave, Vacation Leave except the leaves as noted in section titled EXCEPTIONS, for:

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

EXCEPTIONS:

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

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

(b) Any employee returning to work after being on leave for reasons listed in this paragraph shall be required to present

medical proof of physical or mental fitness before returning to work.

(c) Leave for Union Business

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leave of absence for periods of one (1) year, without pay and upon their return shall be re-employed at work with accumulated seniority.

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

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

ARTICLE XXIV - MILITARY LEAVE

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

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

"By Councilman Hunt, supported by Councilman Mitchell.

RESOLVED, that any employee or 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:

- 1) Requests for temporary military leaves shall include the inclusive dates of leave.
- 2) A copy of the military document ordering such person to report for training shall be submitted with the request if it is available; if not, it shall be submitted as soon as it is received.
- 3) Immediately following return to duty from temporary military leave, such person must submit a statement of earnings secured from the military paymaster which includes basic gross daily rate of military pay.
- 4) Such person need not submit a statement of earnings from the military paymaster when requesting a temporary military leave of absence without pay, or has elected to use annual leave credits to cover the entire period of leave.
- 5) Adjustments in compensation will be reflected in such person's paycheck following receipt of statement of earnings from the military paymaster. Such military statement of earnings shall be submitted to the City immediately upon receipt.

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

This resolution is effective August 30th, 1979.

Motion unanimously carried."

ARTICLE XXV - WORK CLASSIFICATIONS

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

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

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

ARTICLE XXVI - VACATIONS

The City will grant vacations on the following schedule:

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

1 thru 2 Years	8 days (64 Hours)
3 thru 4 Years	10 Days (80 Hours)
5 thru 9 Years	16 Days (128 Hours)
10 thru 14 Years	19 Days (152 Hours)
15 thru 19 Years	21 Days (168 Hours)
20 Years and Over	1 Day (8 Hours) per year with a maximum of 28 days (or a maximum of 224 Hours)

(b) All employees hired previous to October 30, 1975 will remain on the present vacation schedule until the new schedule would provide them with improvement.

1 thru 9 Years	15 Days (120 Hours)
10 thru 14 Years	18 Days (144 Hours)
15 thru 19 Years	20 Days (160 Hours)
20 Years and Over	23 Days (184 Hours)

Effective July 1, 1982, employees will be granted an additional three (3) days vacation which will be added to the foregoing vacation schedule.

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

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

(e) Unused vacation time shall be paid to the employee upon separation from service or to his or her legal heirs in the case

of death, and shall be pro-rated from Anniversary date to time of separation.

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

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

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

(i) Vacation time cannot be taken in less than eight (8) hour increments. Such requests involving less than one (1) week time and made after March 15th, shall not conflict with the regular department vacation schedule. All vacation requests made after March 15th must be approved by the Department Head.

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

(k) Vacation time cannot be taken in less than eight (8) hour increments, and shall be scheduled one (1) week in advance. All vacations will be approved by the Department Head and shall in no way conflict with the work schedule of the Department. If two (2) men apply for the same vacation time off, the senior man shall have first choice.

ARTICLE XXVII - HOLIDAYS

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

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Good Friday
- Thanksgiving Day
- Day after Thanksgiving
- Last Working Day Before Christmas
- Christmas Day
- Last Working Day Before New Year's Day
- General Election Day
- Washington's Birthday
- Lincoln's Birthday
- One (1) Floating Holiday

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) 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 XXVIII - LONGEVITY

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

5 to 9 Years	1% of Base Rate, not including COLA
10 to 14 Years	2% of Base Rate, not including COLA
15 to 19 Years	3% of Base Rate, not including COLA
20 to 24 Years	4% of Base Rate, not including COLA
25 to 29 Years	5% of Base Rate, not including COLA
30 Years and Over.	6% of Base Rate, not including COLA

(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 XXIX - INSURANCE

Section 1 - Hospitalization

(a) The City agrees to the following insurance coverage: The Blue Cross-Blue Shield coverage shall be the plan designated as MVF-2 and shall include the following riders - Master Medical III and ML, \$2.00 Co-pay drug rider, and shall be up to full family coverage.

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

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

(c) 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.

(d) 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 - Life Insurance

(a) The City shall assume the premium for a Seven Thousand Dollar (\$7,000) Term Life Insurance Policy, D.I., for all employees. In addition, the City shall assume the premium for a Two Thousand Dollars (\$2,000) Life Insurance Policy which shall

be paid-up upon retirement, making a total of Nine Thousand Dollars (\$9,000) during the years of active duty by the employee.

(b) Any employee hired on or after July 1, 1972 shall have the paid-up life insurance plan as spelled out under the normal progression schedule of the John Hancock Life Insurance Company. This does not apply to anyone hired previous to June 30, 1972.

Section 3 - Dental Insurance

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

Section 4 - 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 5 - Long Term Disability Insurance

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

ARTICLE XXX - HOURLY WAGE

Section 1 - Wage Adjustment

a) Effective July 1, 1981 the City agrees to an across the board increase of forty-five cents (45¢) per hour for all employees covered by this Agreement, over 1979/81 contract.

b) In the second year of this two-year Agreement, effective July 1, 1982, the City agrees to an across the board increase of ten cents (10¢) per hour for all employees covered by this Agreement.

Section 2 - Cost of Living (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 in change in the index.

d) The amount of any cost-of-living allowance in effect shall be included in computing overtime, premium, vacation 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 XXXI - CLASSIFICATION

(a) Attached to and as a part of the Agreement is a Classification Plan; provided, however, that the existence of these classifications does not necessarily create a man for each classification; and, provided that these classifications are a basis for future operations and not a basis for past, real or imagined grievance against management.

(b) Truck Driver - Heavy Trucks

The City agrees to grant additional fifteen cents (15¢) per hour for drivers of all trucks larger than pickup trucks. Any laborer or other employee driving a pickup or small van will not be entitled to the rate established for a heavy truck driver.

(c) Job Classification Review

It is mutually agreed between the City and the Union that a review of all job classifications within this Bargaining Unit shall be reviewed within six (6) months from the execution and that such classifications will be revised as negotiated with the Union.

ARTICLE XXXII - UNIFORMS

The City will provide each employee uniforms as follows:

Motor Pool, Water and Sewer Departments
Six (6) uniforms per year per man

Department of Public Services, Parks and Recreation,
Meter Readers Janitors and all other employees
Four (4) uniforms per year per man

Uniforms will be ordered through contractors by the City. City will choose color for each department. Uniforms will have Department patch and Name (I.D.) patch.

Each employee will receive a fifty dollar (\$50.00) allowance each year, pro-rated for employees hired or leaving the City, for the laundry and minor maintenance repairs. Major repairs or replacement will be the responsibility of the City through the Personnel Director. It will be the employee's responsibility to wear said uniforms in a clean and presentable condition.

Laundry and maintenance allowance check will be a separate check from Accounts Payable by October 15th of each year.

Once every twenty-four (24) months the City will provide a Carhartt Jacket Long length with blanket lining and zipper. Employees hired after April 30th will not be provided with a jacket until September of that year.

Motor Pool will have option to have uniforms maintained by an outside facility of City's choice in lieu of fifty dollars (\$50.00) allowance, choice to be made by September 30th of each year.

ARTICLE XXXIII - TOOL ALLOWANCE

a) A tool allowance of one-hundred and eighty dollars (\$180.00) will be paid each contract year for those personnel carrying the classification:

Mechanics, Gas and Diesel and Welder/Fabricator

b) The City agrees to provide two (2) sets of metric tools. The metric tools to be a part of the Tool Crib Inventory and are to be checked in and out of the Crib by mechanics only.

ARTICLE XXXIV - GENERAL PROVISIONS

(a) Anyone unable to report to work must notify his/her foreman before 8:30 A.M., for the day shift and at least one (1) hour before the start of the afternoon or midnight shift. Anyone failing to do so may be penalized up to one (1) day without pay. Extreme emergency shall exempt this paragraph. Continued offense of not calling in will lead to progressive penalties up to and including dismissal.

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

- | | | |
|----|----------------|------------|
| 1. | First Offense | 1 Day Off |
| 2. | Second Offense | 2 Days Off |
| 3. | Third Offense | Suspension |

(c) Coffee Breaks

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

(d) Wash-up time shall be allowed ten (1) minutes before the lunch break or the shift break. Those employees, however, who shall have their lunch break away from the work premises shall be requested to punch out their time cards at wash-up time and punch back in upon return to the work premises. Those employees who do not leave the work premises shall not be required to punch out for the wash-up and lunch break.

(e) Any employee required to work through the lunch period of 11:00 A.M. to 1:30 P.M. shall have the option of being paid one-half ($\frac{1}{2}$) hour at time and one-half ($1\frac{1}{2}$) or going home one-half ($\frac{1}{2}$) hour early, whichever, the employee chooses.

(f) Tuition --- Training and Education 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.

ARTICLE XXXV - BULLETIN BOARDS

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

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

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

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

ARTICLE XXXVI - 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 XXXVII - PART TIME/VOLUNTEER PERSONNEL

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

1. Part time employees are not allowed to give orders or supervise full time employees.
2. Part time employees cannot do any mechanical repairs to the Zamboni other than to push it off the ice in case of a breakdown.
3. Part time employees cannot make repairs to dashboards or plexiglass, except as necessary to continue operation.
4. In regard to plumbing, heating, electrical, and/or air conditioning units and fixtures, no mechanical repairs other than is necessary to stabilize in an emergency situation.
5. No mechanical repairs to the compressor.
6. No permanent construction.
7. No assistance by part time personnel to volunteer groups working on specific projects.
8. Part time/volunteer personnel are prohibited from operating any city equipment other than the Zamboni, and that, only on weekends. Provided however, that exceptions to this provision may be permitted upon the mutual agreement of the parties hereto.
9. Any volunteer work to be done is to be mutually agreed upon by the City and the Union.
10. Any use of part time employees is to be mutually agreed upon by the City and the Union.

11. Part time employees will keep the building in a clean and orderly manner.

12. A part time employee shall mean any employee hired to perform services consisting of twenty (20) hours per week or less.

13. No part time employee will work any time as to circumvent a permanent employee's overtime.

14. Approved volunteer work shall consist of ice show activities and planning projects which have been traditional in the City of Lincoln Park.

ARTICLE XXXVIII - NO LAYOFF FOR TERM OF CONTRACT

It is agreed that there will be no layoff of any personnel in this Bargaining Unit during the term of this Agreement.

ARTICLE XXXIX - CONTRACT RE-OPENER

It is agreed and understood that if any other Bargaining Unit, or employees of the City, are granted any wage increase or cash benefits above and beyond which Local 628, Chapter A has negotiated, other than those derived from savings achieved by those bargaining units or employees, the contract would be re-opened to negotiate such wage or benefit improvements with this Bargaining Unit.

ARTICLE XXXX - SELECTION OF SUPERVISORY PERSONNEL

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

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

In accomplishing these objectives, the City will consider:

- Basic Intelligence
- Personnel Files
- General Appearance
- Attitude
- Attendance
- Interview
- Verbal Skills

and a personal resume containing the following:

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

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

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

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

ARTICLE XXXXI - DURATION OF CONTRACT

This contract 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 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, 1981, and shall remain in full force and effect until June 30, 1983.

HOURLY EXISTING CLASSIFICATIONS

July 1, 1981 --- June 30, 1983

Hourly Rates Effective

7/1/81 7/1/82

WATER AND SEWER DEPARTMENT

Laborer - Probationary	\$7.35	\$7.45
Laborer	7.89	7.99
Meter Reader - Probationary	7.76	7.86
Meter Reader	7.92	8.02
Pumphouse Attendant	7.79	7.89
Water Serviceman - Probationary	7.81	7.91
Water Serviceman	7.98	8.08
Sewer Cleaning Machine Operator	7.83	7.93
Maintenance and Serviceman	7.83	7.93
Pumphouse Attendant-in-Charge	7.93	8.03
Plumber, Bricklayer	7.93	8.03
Meter Repairman	7.99	8.09
Heavy Equipment Operator #2	7.99	8.09
Work Leader #3	8.24	8.34

CITY GARAGE (MOTOR POOL)

Garage Helper	7.88	7.98
Cribman	8.09	8.19
Mechanic - Probationary	8.10	8.20
Mechanic #1	8.20	8.30
Mechanic #2	8.26	8.36
Diesel Mechanic	8.36	8.46
Welder/Fabricator	8.36	8.46

SKILLED TRADES

Concrete Saw Operator	7.88	7.98
Stump Router Operator	7.88	7.98
Traffic Sign Truck Operator	7.98	8.08
Aerial Platform Operator	8.09	8.19
Equipment Operators #2 and #3	8.09	8.19
Vac-All Operator	8.09	8.19
Semi-Truck Operator	8.27	8.37

HOURLY EXISTING CLASSIFICATIONS (cont.)

WORK LEADER

Working Leader - any member except Work Leader #3 in the Water Department will receive 25¢ per hour adjustment to his hourly wage when he is Working Leader.

Hourly Rates Effective

7/1/81 7/1/82

SPECIAL TRADES

Bulldozer, Bricklayer, Carpenter	\$7.93	\$8.03
Street Roller Operator	7.93	8.03
Administrative Clerk	7.99	8.09
Environmental Inspector	7.99	8.09
Sweeper Grader Operator	7.99	8.09
Utility Man, General Gardener	8.03	8.13
Cribman	8.09	8.19
Heavy Equipment Operator #4	8.27	8.37
Building Maintenance Man	8.32	8.42

PARKS DEPARTMENT

Parks Maintenance Man	7.99	8.09
Janitor - Probationary	7.38	7.48
Janitor	7.68	7.78

UNSKILLED TRADES

Laborer - Probationary	7.19	7.29
Laborer - CETA	7.42	7.52
Laborers - All Departments, except water	7.66	7.76

SEMI-SKILLED

Truck Driver - Light Trucks (Not Pickup or Van)	7.77	7.87
Shovel Loader	7.77	7.87
Mowing Machine	7.77	7.87
Sweeper Tractor Operator	7.77	7.87
Air Machine Operator	7.77	7.87
Saw Operator	7.77	7.87
Tree Trimmer - Pole Saw	7.77	7.87
Painter	7.77	7.87
Truck Driver - Heavy Truck	7.92	8.02
Truck W/Front End Loader	7.92	8.02
Transfer Station Operator	7.99	8.09

HOURLY EXISTING CLASSIFICATIONS (cont.)

SHIFT DIFFERENTIAL

Afternoon Shift	15¢ per hour
Midnight Shift	20¢ per hour

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

Dated: November 2, 1981

CITY OF LINCOLN PARK

LOCAL NO. 628 - CHAPTER A

Charles Paddock
Charles Paddock, Mayor

Barbara A. Berckley
Barbara Berckley, Representative
AFSCME, Council 25

Irene B. Bartal
Irene B. Bartal, City Clerk

Donald Mandernach
Donald Mandernach,
Chapter Chairman

John C. Eidt
John C. Eidt, P.C.,
City Negotiator

Andrew D. Martin
Andrew Martin, Member
Negotiations

Gloria S. Grube
Acting Personnel Director

Thomas Parkinson
Thomas Parkinson, Member
Negotiations

Roger Hall
Roger Hall, Member
Negotiations

