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~~6/30/83~~
6/30/83

AGREEMENT
 between
 THE CITY OF LINCOLN PARK
 and
 THE CROSSING GUARD CHAPTER OF LOCAL UNION 628

September 1, 1981 thru June 30, 1983

*City of Lincoln Park
 Personnel
 1355 Southfield Rd.
 Lincoln Park, Mich. 48146*

Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

Lincoln Park, City of

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AGREEMENT

This Agreement made and entered into this 13th day of October 1981, by and between the City of Lincoln Park (hereinafter referred to as the EMPLOYER) and the Crossing Guard Chapter of Local Union 628, City of Lincoln Park, Affiliated with Michigan Council 25 of the American Federation of State, County and Municipal employees (hereinafter called the UNION) has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER, the UNION and the Employees and the Community.

The parties recognize that the interest of the community and the job security of the Employees depend upon the EMPLOYER'S establishing and maintaining proper service.

To those ends the EMPLOYER and the UNION encourage, to the fullest degree, friendly and cooperative relations between the representatives of the EMPLOYER, the UNION and the Employees.

ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the UNION as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Crossing Guards in the City of Lincoln Park included in the bargaining unit described below:

All Crossing Guards in the City of Lincoln Park
EXCLUDING Supervisors

ARTICLE II - AID TO OTHER UNIONS

During the term of this Agreement the EMPLOYER agrees that it will not enter into negotiations with any organization other than the UNION concerning rates of pay, wages, hours of employment and other conditions of employment for Employees covered by this Agreement.

ARTICLE III - UNION SECURITY AND CHECK-OFF

Section 1

All employees covered by the terms of this Agreement, and who are members of the UNION at the time of its execution, shall be required as a condition of continued employment to either maintain their membership in the UNION or pay a service fee (equivalent to the amount of regular monthly dues of the UNION) to the UNION for the duration of this Agreement. Employees shall

be deemed to be members of the Union within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership dues.

Section 2

All employees covered by the terms of this Agreement who are not members of the UNION shall, as a condition of continued employment and after the expiration of thirty (30) days from the date of the execution of this Agreement, either join the UNION or pay a service fee (equivalent to the amount of regular monthly dues of the UNION) to the Union for the duration of this Agreement.

Sections 3

All employees hired, reinstated or transferred into the Bargaining Unit after the date of execution of this Agreement shall, as a condition of continued employment and after the expiration of thirty (30) days from the date of the commencement of their employment, either join the UNION or pay a service fee (equivalent to the amount of the regular monthly dues of the UNION) to the UNION for the duration of this Agreement.

Section 4

(a) Employees may tender the initiation fee and monthly membership dues or service fee by signing the "Authorization for Check-Off" form found in Appendix A which is attached to and made a part of this Agreement.

(b) During the life of this Agreement and to the extent the laws of the State of Michigan permit, the EMPLOYER agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the UNION or a service fee from the pay of each employee who executes or has executed the "Authorization for Check-Off" form found in Appendix "A".

(c) Check-Off deductions under all properly executed "Authorization for Check-Off" forms shall become effective at the time and application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter

(d) Remittance of dues payable to "Metropolitan Council No. 25. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted between the fifteenth (15th and thirtieth (30th) day of the current month. Dues are payable only during school months.

(e) Termination of Check-Off: An employee shall cease to be subject to check-off deductions 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.

(f) 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 representatives of the Local Union; and, if not resolved, may be decided at the final step of the grievance procedure.

Section 5

The UNION shall indemnify and save the EMPLOYER harmless against any claims, suits and other forms of liability that may arise by reason of the EMPLOYERS'S compliance with the provisions of Article III of this Agreement.

ARTICLE IV - DISCRIMINATION

Section 1

The EMPLOYER will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership in, or participation in the activities of the UNION.

Section 2

The UNION agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex or national origin.

Section 3

The EMPLOYER agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of race, creed, color, sex or notional origin.

Section 4

One condition of employment shall be that all employees shall be bona fide residents of the City of Lincoln Park. Upon moving from the City of Lincoln Park, they shall automatically be discharged.

ARTICLE V - REPRESENTATION

Section 1

The employees shall be represented by a Steward who shall be a regular seniority employee.

Section 2

The UNION shall furnish in writing the name of the Steward upon her election or appointment by the UNION.

Section 3

There shall be a Grievance Committee composed of not more than three (3) full time seniority employees, one of whom shall be Chapter Chairman. The Union shall furnish the EMPLOYER with the names and addresses of the members of the Grievance Committee upon their election or appointment by the UNION, together with such changes as they occur.

Section 4

Should the members of the Grievance Committee, the Steward or an Employee be required to attend a grievance meeting during their scheduled working hours they shall do so without loss of pay.

ARTICLE VI - GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1

Any employee having a grievance shall within thirty (30) days of its occurrence, take up the matter with his immediate supervisor and his steward if so desired by the Employee. The supervisor shall attempt to adjust the matter and shall respond to the steward or employee within three (3) working days.

Step 2

If the grievance has not been settled it shall be presented in writing by the Union Steward of the union grievance committee to the department head within three (3) days after the supervisor's response is due. The department head shall respond to the Union Steward or the grievance committee in writing within five (5) working days.

Step 3

If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or grievance committee to the agency head or Personnel Administrator in writing within five (5) days after the response of the Department Head is due. The agency head or Personnel

Administrator shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Chapter Chairman) within ten (10) working days.

Step 4

(a) If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the designated representative of the Mayor and Council, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. The employer and the UNION shall each have the right to strike two (2) names from the panel.

(b) The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

(c) The expense of the arbitrators services shall be borne equally by the EMPLOYER and the UNION.

(d) If either party desires a verbatim record of the proceedings to be made, it may cause such a record of the

proceedings to be made, providing it pays for the record. If the other party desires a copy, it shall pay one-half ($\frac{1}{2}$) of the cost thereof.

(e) Each party shall be responsible for the expenses of their own witnesses.

ARTICLE VII - DISCHARGE CASES

Section 1

The EMPLOYER agrees that the Employee shall not be pre-emptorily discharged from and after the date of this Agreement, but that in all instances in which the EMPLOYER may conclude that an Employee's conduct may justify suspension or discharge, such employee shall first be suspended. In cases of suspension, the Steward shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be more than seven (7) calendar days and, if the suspension is converted into a discharge, such discharge shall not be made effective until the end of said seven (7) days. A written statement of the reasons for discharge shall be given to the affected employee and steward. The EMPLOYER shall decide, during the aforementioned seven (7) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no discipline should have been given.

Section 2

In the event the affected employee believes that his discharge under Section 1 above is unjust, the matter may be processed through the grievance procedure starting at the Second Step thereof provided he files a written grievance at that step after the date of discharge and within seven (7) calendar days.

Section 3

In the event it should be decided by the EMPLOYER or under the grievance procedure that the employee was unjustly discharged or excessively disciplined, the EMPLOYER shall reinstate such employee and pay full compensation partial or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be the employee's regular rate of pay as of the start of the suspension.

ARTICLE VIII - SENIORITY

An up-to-date seniority list will be furnished by the EMPLOYER.

SUPER SENIORITY

Notwithstanding their position on the seniority list, stewards, officers and the UNION'S bargaining committee shall in the event of a lack of work layoff, be offered work in their respective districts, provided they are able to perform all elements of an available job and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification.

LOSS OF SENIORITY

An employee's seniority shall terminate if he quits, retires or is justifiably discharged.

ARTICLE IX - PROBATIONARY AND SUBSTITUTE EMPLOYEES

An employee is a probationary employee for his/her first ninety (90) days worked. Said ninety (90) work days shall include days actually worked as a substitute, provided said ninety (90) days are completed within a three (3) year period. Upon completion of the probationary period, the employee shall be credited with ninety (90) work days length of service and it shall be so entered on the seniority list.

The UNION shall represent probationary employees for the purposes of this Agreement, except there shall be no seniority of or among probationary or substitute employees.

ARTICLE X - LAYOFF PROCEDURE

In the event of a layoff, employees will be laid off according to seniority. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.

Employees to be laid off for an indefinite period of time will have at least fifteen (15) 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.

ARTICLE XI - RECALL PROCEDURE

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the EMPLOYER shall not be required to promote an employee at time of recall unless he has previously performed the higher rated job and is able to do the work.

(b) Seniority of an employee who is re-employed from a seniority list in the same unit or division that he was laid off from shall be restored to its status as the date he/she left the service of the EMPLOYER.

(c) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If the employee fails to report for work within three (3) days from the date of mailing notice of recall he/she shall be considered a quit. Extensions may be granted in proper cases.

ARTICLE XII - PROMOTIONS

The EMPLOYER will make promotions within the department available on a seniority basis to its employees who possess the general physical qualifications as well as any special qualifications and training necessary.

Any corner having more crossings than the four (4) days shall be considered a promotional position and a vacancy in any such position shall be filled by the senior applicant expressing an interest in filling such position.

ARTICLE XIII - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the EMPLOYER or its designated representative, upon the request of either party. Such meetings shall be between at least two representatives of the EMPLOYER and at least two 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 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. Such meetings may be attended by a representative of the Council and/or a representative of the International Union.

ARTICLE XIV - OTHER FULL-TIME EMPLOYMENT

Crossing Guards shall be prohibited from engaging in any other employment during the hours of 8:00 AM and 5:00 PM during such time as school is in session. Provided however, that this provision shall apply to full time work and shall not apply to part time work not in conflict with or inconsistent with the duties of a Crossing Guard.

ARTICLE XV JOB PREFERENCE

It shall be the policy of the City of Lincoln Park to hire on the basis of skills and abilities and in a non-discriminatory manner. In the interest of encouraging lateral transfer and betterment, the City will make all vacancies occurring in Local 618-A or 628-B known to members of this bargaining unit by furnishing a copy of the job vacancy notice to the chairman of this unit.

Members of this bargaining unit shall be encouraged to compete for all such openings. Wherever the skills and abilities of a member of this bargaining unit shall be equal to the non-bargaining unit applicants, preference shall be given bargaining unit applicants over other applicants. Such determinations shall be made by the Director of Personnel, whose decision in such matters shall be final.

This contractual provision shall be supercede an affirmative action policy in effect at this time or adopted by the City subsequent to this Agreement.

TERMINATION

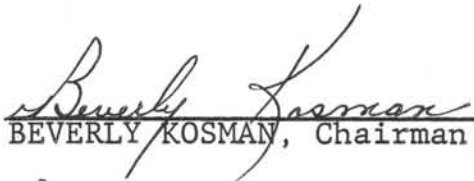
This Agreement shall be effective as of the 1st day of Sept/81 and shall remain in full force and effect until the 1st day of July, 1983. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

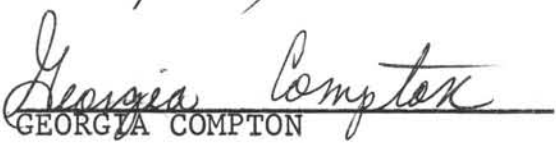
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16th day of October, 1981.

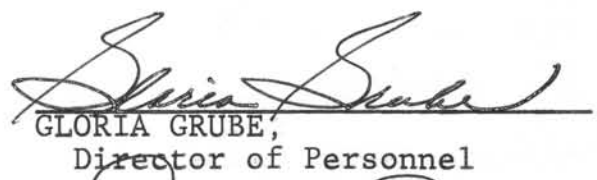
FOR THE UNION
AFSCME, Council 25

FOR THE CITY OF LINCOLN PARK

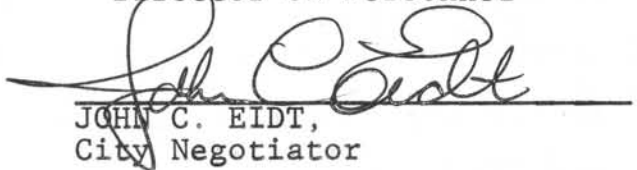

BEVERLY KOSMAN, Chairman

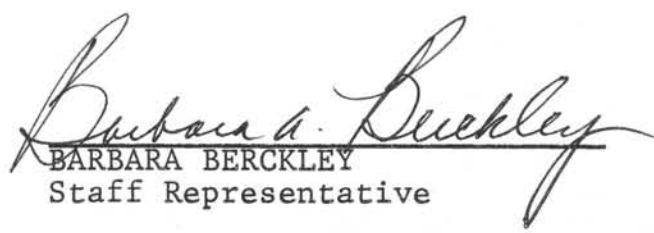

CHARLES PADDOCK, Mayor


GEORGIA COMPTON


GLORIA GRUBE,
Director of Personnel


VIVIAN SEPPANEN


JOHN C. EIDT,
City Negotiator


BARBARA BERCKLEY
Staff Representative


IRENE B. BARTEL, City Clerk

LETTER OF UNDERSTANDING

Notwithstanding any provision of this agreement to the contrary, the following shall represent the true and correct understanding of the parties hereto.

1. It is agreed and understood that all substitute Crossing Guards employed by the City of Lincoln Park on the date of ratification of this agreement shall be "grand-fathered" into the bargaining unit and shall be granted all seniority rights as of the date of their employment.

2. It is agreed and understood that all Crossing Guards shall be given location preference based upon their seniority. Whenever a position becomes vacant, members of the bargaining unit may bid on such vacant locations.

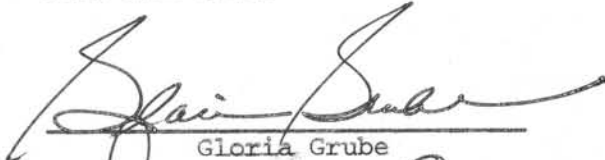
3. It is agreed and understood that a one (1) year "freeze" is to be imposed upon the bargaining unit as to all wages and benefits of the members thereof. As a condition of such "freeze", the City agrees that no layoffs will be imposed upon this bargaining unit for the one (1) year period.

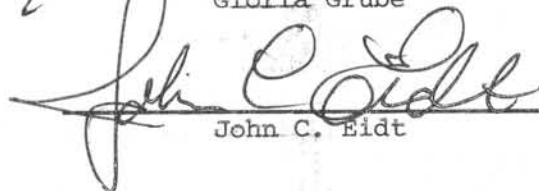
4. The City further agrees that this contract will be reopened to negotiate wages and benefits in the second year of this agreement.

In the event that the City grants wage or benefits to any other employees in the City of Lincoln Park, this Agreement will be immediately reopened for the purpose of negotiating similar improvements for this bargaining unit.

FOR THE UNION

FOR THE CITY



Gloria Grube


John C. Eidt

Dated _____

Dated October 16, 1981

APPENDIX A

AUTHORIZATION FOR CHECK-OFF FORM

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Last Name First Name Middle Name

To _____
Employer Department

Effective Date _____

I hereby request and authorize you to deduct from my earnings the Union Membership Initiation Fees, Assessments and once each month, an amount established by the Union as monthly dues or fees. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

APPENDIX B

LEAVES

Section 1 - Sick Leave

(a) Each employee within the bargaining unit shall be granted four (4) days per year as sick leave days. No sick leave time may be paid until after time has been earned. Such time may be taken in Crossing Units as well as whole days.

(b) All unused sick leave allowance days shall be placed in the employees cumulative sick leave bank. Accumulation of these days shall be limited to twelve (12) days.

(c) Employees shall make every effort to call in at least one (1) hour prior to their reporting time if they are unable to report to work.

Section 2 - Funeral Leave

Upon a presentation of proof satisfactory to his supervisor, an Employee may be granted up to three (3) days leave, or five (5) days leave, for outstate with no loss of pay for the purpose of attending the funeral of his or her spouse, child, parent, sister, brother, mother-in-law or father-in-law.

Section 3 - Jury Duty

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

Section 4 - School Workshop Days

For each fiscal year, each Crossing Guard shall be entitled to five (5) school workshop days. This time cannot be accumulated.

Section 5 - Leaves of Absence Without Pay

Leaves of absence without pay, for reasonable periods not to exceed two (2) years, will be granted without loss of seniority, for good cause, and such leaves may be extended for like cause. Leaves will not be granted for the purpose of accepting employment in private industry.

Crossing Guards

9/1/81-6/30/83

APPENDIX C

UNIFORM ALLOWANCE AND WAGES-INSURANCE

Section 1 - Uniform Allowance

Each employee within the bargaining unit shall be furnished one (1) complete uniform consisting of the following:

- One (1) winter jacket and emblems
- One (1) summer jacket and emblems
- Three (3) pair of slacks, culottes or combination thereof
- One (1) long sleeve blouse and emblems
- One (1) short sleeve blouse and emblems
- One (1) raincoat
- One (1) summer hat
- One (1) pair of earmuffs

The above uniforms shall be furnished every three (3) years. Uniforms shall be purchased as soon as possible after the beginning of the 1981-82 fiscal year.

In addition to the above uniform provision, employees shall be entitled to an annual footwear allowance of Twenty-Three Dollars (\$23.00). Payable in the month of September.

Section 2 - Wages and Life Insurance

Wages

Effective September 1, 1981 thru June 30, 1983, all employees covered by this Agreement will receive Four Dollars and Forty One Cents (\$4.41) per actual school crossing.

Insurance

Each permanent employee in the bargaining unit shall be entitled to Two-Thousand Dollars (\$2,000) of Term Life Insurance.

