

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LINCOLN PARK

AND

THE CROSSING GUARDS

Local 628, International Union of the American
Federation of State, County and Municipal Employees

July 1, 2015 – June 30, 2018

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AGREEMENT

This Agreement made and entered into on July 1, 2015, by and between the City of Lincoln Park (hereinafter referred to as the EMPLOYER) and the Crossing Guards - Members of AFSCME Council 25, City of Lincoln Park, (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, 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 n 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 except where authorized by law.

ARTICLE III - NOTIFICATION TO UNION

It is agreed between both Management and the Union that Management will notify the Unit Chairperson of the following:

- 1) New Hires
- 2) Transfers

- 3) Discharge
- 4) Suspensions
- 5) Reprimands
- 6) Granted leaves of absence
- 7) Eliminations of Crossing
- 8) Quits
- 9) Present written rules and regulations
- 10) Any and all new established rules during the life of this Agreement at least two (2) weeks prior to instituting such new rules; except in case of emergency. Further, Management agrees to present to the Unit Chairperson, all of the above notices within twenty (20) days of their occurrences individually, all in writing.

ARTICLE IV - UNION SECURITY, CHECK OFF AND DUES DEDUCTION

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5

The Employer will deduct from the pay of the employees in any month the union dues or service fee becoming due and payable in such month. Equal deductions shall be made from the pay of the employees for each pay period ending in the calendar month, totaling the current amount of dues payable as authorized by the Union. If the employee has no pay

coming for such pay period, such dues or service charge shall be deducted from his/her pay in subsequent pay periods. The employee retains the right to pay said dues or service fees directly to the Union in lieu of payroll deduction.

Section 6

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

Section 7

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 – 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 national origin.

ARTICLE VI - 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 VII - 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 City Manager in writing within five (5) days after the response of the Department Head is due. The City Manager 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 City Manager, 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 arbitrator's 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 (1/2) of the cost thereof.

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

(f) No award may be issued which is in any way inconsistent with PA 436.

ARTICLE VIII - DISCHARGE CASES

Section 1

The Employer agrees that the Employee shall not be pre-emptively 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 IX - SENIORITY

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

SUPER SENIORITY

Notwithstanding their position on the seniority list, Union Representatives directly involved in the grievance procedure shall be retained at work as long as there is work they can perform with minimal training. These representatives are the President, Chief Steward, and Stewards. It is understood and agreed that where an alternate or designated Union Representative is functioning on a full time basis in the absence of the regular Union Representative, the alternate or designee shall be retained at work on the same basis.

LOSS OF SENIORITY

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

ARTICLE X - 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 XI - 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.

If a regular guard loses his/her crossing, then the employee shall be placed in any available crossing. In the event that no crossings are available, then he/she may bump another regular guard with the same number of crossings or less, starting from the bottom of the seniority list.

ARTICLE XII - 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 XIII - 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 than two (2) crossings 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 XIV - 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 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 XV - OTHER EMPLOYMENT

Members shall be allowed to have outside employment as long as it does not interfere with the working hours and requirements of their Crossing Guard position.

ARTICLE XVI - USE OF SUBSTITUTE CROSSING GUARDS

a) Notwithstanding any provision to the contrary, should any temporary vacancy occur, due to the illness or absence of any school Crossing Guard, at any school crossing, the City shall make assignments to fill said temporary vacancy as follows:

- 1) Substitute Crossing Guards
- 2) Two Corner Crossing Guards
- 3) Other Regular Crossing Guards
- 4) Other as designated by the City

b) In the event a regular guard is granted a leave of absence, the schedule will allow each substitute guard equal work time at the vacant crossing post. The schedule will rotate the substitute guards on a week to week basis until the regular guard returns to his/her post.

c) In the event a regular crossing position becomes available, substitute guards will be offered promotions to the regular position based first on the substitute seniority date of hire. If two or more substitute guards have the same date of hire, the promotion will then be offered based upon the score received on the pre-employment test given by the City (i.e. highest score will prevail first). Finally, should two or more guards have the same date of hire and test score, promotion will be decided by alphabetical order of last name.

(d) All newly hired substitute guards will receive training in the morning and afternoon at each crossing with pay.

ARTICLE XVII - HEALTH AND SAFETY

The City of Lincoln Park will partner with employees in seeking to provide a safe work environment. In the winter months, the City will make every attempt to have walkways and the streets, clean of snow and ice as to prevent any injuries to the Crossing Guard as they perform their duties in directing traffic for the sake of the youth on their way to school.

ARTICLE XVIII - SPECIAL LEAVES

Section 1 - Paid Leaves of Absence

A. Bereavement Leave

Upon presentation of proof satisfactory to his/her supervisor, an employee may be granted a five (5) days leave with no loss of pay for the purpose of attending the funeral of the member's:

Spouse, Child, Parent, Brother, Sister

Three (3) days shall be granted for attending the funeral of the member's:

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

One (1) day shall be granted for attending the funeral of the member's:

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

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

B. Jury Duty

The employees called for jury duty will endorse the check they receive from Court, list itemized expenses, and turn the same over to the Finance Department, who, in turn, will authorize the Payroll Department to pay the employee her full pay for the day or days served on jury duty.

C. Sick Days

Crossing Guards shall be granted five (5) sick days per year to be used in case of actual sickness. Unused sick days may be accumulated up to a maximum of twelve (12) days. Sick time is non-compensable.

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

Upon the death of an employee, the City will pay to their beneficiary the balance of sick time accumulated by the employee prior to their death.

D. Personal Day

Employees shall be granted two (2) personal leave days, non-accumulative and non-compensable, each fiscal year.

Section 2 - Unpaid Leaves of Absence

Leaves of absence without pay, for reasonable periods not to exceed twelve (12) months, may be granted without loss of seniority for good cause, and such leaves may be extended for like cause. The exercise of discretion by the City regarding a request for leave of absence will not be exercised in a manner that is discriminatory, arbitrary or unreasonable. Leaves will not be granted for the purpose of accepting employment in private industry.

ARTICLE XIX - UNIFORMS

A. Uniform Allowance

Each employee within the Bargaining Unit shall be furnished one (1) complete uniform upon hire consisting of the following:

- | | |
|---|---|
| (1) Winter Jacket and Emblems | (1) Raincoat |
| (1) Summer Jacket and Emblems | (1) Winter hat (worn from Oct to April) |
| (3) Pair of Slacks, Culottes, shorts or combination | |
| (1) Pair earmuffs | (1) Pair Gloves |
| (1) Long Sleeve Blouse and Emblem | (1) Short Sleeve Blouse and Emblem |

The above uniforms shall be furnished every three (3) years, unless the employee was a new hire and received their uniform within the last year.

Guards may substitute items listed above for equal or less value; i.e. extra slacks, blouses in lieu of a jacket or coat. In the event shorts are not available from the City's regular vendor, the employee may be reimbursed the cost. Shorts must be black or navy blue and length shall be uniform regulated.

Substitute Crossing Guards shall wear the uniforms designated by the City. Substitutes being provided with a uniform shall be required to turn in said uniform upon termination of employment. Substitute Crossing Guards will be provided with used uniforms and equipment when available.

Members shall receive up to fifty dollars (\$50.00) for the purchase of cold weather wear (i.e. scarf, thermal undergarment, turtlenecks) per calendar year. Receipts must be turned into the Human Resources Department for reimbursement each year from May 1st – May 15th.

B. Footwear Allowance

Members shall receive up to a one hundred, twenty five dollar (\$125.00) footwear allowance each year. This shall entitle each member to be reimbursed for boots, shoes and/or socks. Receipts must be turned into the Human Resources Department for reimbursement each year from May 1st – May 15th.

ARTICLE XX - INSURANCE

A. Insurance

Each full time employee in the Bargaining Unit shall be entitled to six thousand dollars (\$6,000.00) of Term Life Insurance. It is understood and agreed that new employees shall sign up for such insurance within fifteen (15) days of receiving written notice from the Human Resources Department or such employee failing to do so shall be precluded from applying for such benefit until their next anniversary date.

B. Unemployment Compensation

It is agreed and understood that members of this Bargaining Unit waive any and all rights they may have under the Michigan Employment Security statutes as to unemployment compensation during periods when school is in recess. The waiver of this right is a specific concession that was granted by the membership as a condition precedent to economic improvements in this Agreement. Further, any member of this Bargaining Unit filing a claim under this Section may be required to indemnify the City of Lincoln Park for any claims filed contrary to the spirit of intent of this Agreement. This provision shall expressly not apply to terminations or separations that would otherwise qualify under the aforesaid statute.

ARTICLE XXI – VEHICLE USE ALLOWANCE

Members shall receive up to \$400.00 vehicle use (gasoline) per year. Gasoline receipts must be turned in to the Human Resources Department for reimbursement each year from May 1st – May 15th. Reimbursement will not be paid for more than one fill up per day or for fill ups not within a fifteen (15) mile radius of the City.

ARTICLE XXII - WAGES

Section 1

Members of the Bargaining Unit shall be compensated based upon an annual salary. The annual salary is based upon a normal school year (180 days). In the event that additional crossings are scheduled and are at variance with the normal schedule, additional compensation will be provided at the per crossing rate.

Section 2

Effective September 1, 2013 due to the reduction in posts, members will have assigned posts but may be required to work at another post if necessary due to leave time, etc.

WAGE SCHEDULE

	ANNUAL	BI-WEEKLY	PER CROSSING
2 crossings	\$3,340.91	\$128.50	\$9.28
4 crossings	\$6,681.82	\$256.99	\$9.28

Training and/or workshops which are held in August will be at the September 1st rate of pay.

Section 3 - Substitute Crossing Guards

In the event that a substitute shall work in place of a regular crossing guard, it is agreed and understood that the substitute shall be paid \$8.50 per crossing.

Section 4 - Termination Pay

The following method will be used for calculating termination pay:

Multiply the number of crossings worked from September 1st to the termination date by the per crossing rate in effect.

Subtract this total amount from the total actually paid from September 1st through the termination date.

The difference is owed to that employee or the City.

ARTICLE XXIII - DURATION OF CONTRACT

This Agreement shall be effective as of the 1st day of July 2015 and shall remain in full force and effect until the 30th day of June, 2018. 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.

ARTICLE XXIV – PUBLIC ACT 436

The City reserves all rights under PA 436 and this agreement will not diminish those rights.

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

**FOR THE UNION
AFSCME, COUNCIL 25**

FOR THE CITY OF LINCOLN PARK


JoAnn Schrader, Chairperson


Matthew Coppler, City Manager


Nancy Lewis, Negotiator


Donna Breeding, City Clerk


Leroy Carter, AFSCME Rep. 5/2/16

Dated: 05/05/16