

**Agreement Between**  
**CITY of LANSING, MICHIGAN**  
**and**  
**LANSING CITY UNIT**  
**LOCAL 2256, U.A.W.**

**October 3, 2004 To October 6, 2008**



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## P R E A M B L E

This contract is entered into between the City of Lansing, Michigan, a municipal corporation (hereinafter referred to as the "City") and the Lansing City Unit, Local 2256, UAW (hereinafter referred to as the "Union").

## ARTICLE 1

### DECLARATION OF POLICY

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 Union, the employees, and the City.

## ARTICLE 2

### MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter, the Lansing Code, and any modifications made thereto, and any resolution passed by the City elected officials except as expressly abridged by this Agreement. Further, all rights which ordinarily vest in and are exercised by the Employer except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to determine the number, location and type of facilities and installations;
- D. to determine the size of the work force and increase or decrease its size;
- E. to hire, assign and layoff employees;
- F. to direct the work force, assign work and determine the number of employees assigned to operations;



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G. to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content, and classification and to establish wage rates for any new or changed classifications, subject to the provisions of Article 8, Classifications;

H. to determine lunch, rest periods, and cleanup times, the starting and quitting time and the number of hours to be worked;

I. to establish work schedules;

J. to adopt, revise and enforce working rules and general requirements and carry out cost and general improvement programs, subject to Appendix B, General Requirements;

K. to transfer, promote and demote employees from one classification or department to another;

L. to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;

M. the sole right to determine what, if any, parking privileges will be granted;

The City agrees that the rights of the Union are specifically listed in this contract, that all subjects not specifically listed in this contract are retained by the City, and the Union agrees that Article 2 of this contract, Management Rights, shall not be the subject of any grievance whatsoever. However, nothing contained in Article 2 shall mean that the Union may not or cannot grieve regarding other articles or sections of the contract.

### ARTICLE 3

#### RECOGNITION OF THE UNION

SECTION 1. Definition of the Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act No. 336, Public Acts of Michigan, 1947, as amended, the City does hereby recognize the Union as the exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, for the duration of this Agreement, of all employees of the City included in the bargaining unit described below:

All employees of the City of Lansing Parks and Recreation, Public Service, Planning and Neighborhood Development and Management Services Departments who are performing bargaining unit work (including seasonal employees) but excluding: casual employees, secretaries, clerks, school crossing guards, confidential and supervisory personnel.

SECTION 2. Others Excluded. The parties acknowledge that the employees in the following programs, or performing the following work, as evidenced by job descriptions provided to the Union during 1987 negotiations, are not included in the bargaining unit.\* These were so called "contract employees" in the Parks and Recreation Department:

Landscape Designer/Intern  
Horse Patrol Person (certified police officer)  
Coordinator/Attendant  
Ice Ranger  
Starter  
Concession Aide  
Activity Aide/Leader/Instructor  
Umpire  
Coach  
Referee/Official  
Scorer  
Leisure Recreation Specialist  
Pool Manager/Asst. Manager  
Lifeguard  
Special Events Leaders

\*Maintenance employees are not excluded from the bargaining unit.

SECTION 3. Union Security.

A. Maintenance of Membership. An employee who is a member of the Union on the effective date of this Agreement or who becomes a member during its term shall, as a condition of continuing employment, continue his/her membership in the Union for the duration of this agreement, to the extent of paying an initiation fee, if any is required, and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

B. Modified Union Shop. Newly hired employees covered hereby shall, as a condition of continuing employment, become members of the Union within ten (10) days after their thirtieth (30th) day of employment by the City, and shall maintain their membership in the Union for the duration of this Agreement, to the extent of paying an initiation fee, if any is required, and the membership dues uniformly required; all other employees of such unit shall pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for the representation.

1. Employees who do not comply with the above requirements within thirty (30) days after written notice is served to the Employer by the Union, shall be issued a voluntary resignation by the City.
2. This section shall not be interpreted as negating the terms of this Agreement regarding probation, as found in Article 5, Section 3 and elsewhere in the Agreement.

C. Indemnification. The Union shall indemnify and save the City harmless from any and all legal claims, demands, suits or any other forms of liability arising from this section.

SECTION 4. Checkoff.

A. The City agrees to deduct from the pay of employees covered hereby, the Union's initiation fee and dues and/or service fee owed pursuant to Section 3 above, once each month for the duration of this Agreement. Such deduction and any other deduction pursuant to this Agreement will not be made from pay for the same pay period. This duty to checkoff shall be subject to the following subsections.

B. The Union shall furnish and obtain from each of its members and shall deliver to the City's Labor Relations Manager, a signed copy of a written authorization for the above deduction of money owed the Union, on the Union's standard form for this purpose. Such form shall comply with the requirements of any State or Federal law, as interpreted by the U.S. Department of Justice.

1. Any deduction authorization form, furnished by the Union, which the City believes to be incomplete or in error, will be returned to the Union Secretary with written notation of the reason(s) for its return, and no checkoff shall be made under such form until the deficiency is corrected.

2. Any dispute about a Union deduction authorization form shall be discussed between the City's Labor Relations Manager and the Union's Secretary. If they are unable to resolve the matter, the Union shall submit it in Step 4 of the grievance procedure.

C. The City shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

D. The City will send to the Union's Treasurer a check in the amount of each deduction made, with a list and a 3.5 computer diskette indicating the name, address, social security number, and amount of dues deducted from each member no later than two (2) weeks after the pay day in which dues were deducted.

E. The City's remittance will be deemed correct if the Union does not give written notice to the City's Finance Director, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union initiation fee and/or dues and/or service fees. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

G. The Union shall send to the City's Labor Relations Manager a list of all City employees who pay dues and/or service fees direct to the Union and of any changes thereafter.

H. The City will provide each newly hired employee within the bargaining unit with a letter of introduction and a dues deduction authorization card from the UAW Local 2256. The letter of introduction shall be furnished to the City by the Union. The City retains the right to review the letter of introduction and any revisions prior to any obligation to distribute the same. The City's failure to distribute the letter of introduction shall not be a grievable matter under this Agreement. Any dues deduction authorization cards turned into Personnel will be accepted and forwarded to Labor Relations.

## ARTICLE 4

### UNION REPRESENTATION

SECTION 1. Stewards. The employees covered by this contract will be represented by stewards in the following work areas.

#### Public Service Department

Operations & Maintenance	
Service Garage	1 steward
Other work groups	2 stewards
Wastewater	2 stewards

#### Parks and Recreation Department

Oak Park Garage	1 steward
Oak Park Security	
Forestry	
Potter Park/Zoo	1 steward
Golf and Washington Ice	1 steward
Facilities & Maintenance	
Grounds & Landscape Maintenance	2 stewards

#### Management Services Department

Building Maintenance	1 steward
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Central Garage

1 steward

Planning and Neighborhood Development Department

Transportation and Parking Office

1 steward

In the absence of one of the above stewards, the chief steward may appoint an alternate steward by notifying the City's Labor Relations Manager in writing. The Labor Relations Manager will then notify the immediate supervisor of the alternate steward's status.

In the event the City reorganizes any department or division, the Union will be notified at least thirty (30) days in advance of the anticipated effective date of the reorganization and will be afforded the opportunity to designate a reasonable redistribution of the steward assignments established in this Agreement; any such assignment change shall be subject to the actual implementation of the reorganization. In the event the City effects a staff realignment, the Union will be notified as soon as practical in advance of the effective date of the realignment and will be afforded the opportunity to designate a reasonable redistribution of the steward assignments established in this Agreement; any such assignment change shall be subject to the actual implementation of the staff realignment.

SECTION 2. Chief Steward. The stewards shall select a chief steward who shall act in that capacity where provided in this Agreement. The chief steward shall be allowed time off at reasonable times and places without loss of time or pay for any of the following purposes related to the City unit:

- A. To investigate, resolve and process grievances at the second step of the grievance process.
- B. To substitute for a steward, in his/her absence, to investigate, resolve and process grievances at the first step of the grievance process.

In the absence from the workplace of the chief steward, the City Unit Vice President shall serve as the chief steward.

SECTION 3. Union President. The Union President shall be allowed time off at reasonable times and places without loss of time or pay for any of the following purposes related to the City Unit:

- A. To investigate, resolve and process grievances.
- B. To investigate working conditions.
- C. To confer with City representatives affecting the administration of this contract.

- D. To confer with the Union attorney and/or international representative.
- E. To confer with the chief steward and departmental stewards.

The Union President shall, before leaving his/her work site, report such leave to his/her immediate supervisor. The Union President shall devote his/her best efforts to the administration of this Agreement and to improving the labor relations between the parties.

In the absence from the workplace of the City Unit President, the City Unit Chief Steward shall serve as the City Unit President only for specific City of Lansing issues. The acting City Unit President must provide notification to his/her supervisor before leaving his/her work site. If the supervisor is not available, the Chief Steward shall provide notification to the next higher level of supervision, continuing up the chain of command as necessary.

The City and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of worker ship and service and the correction of conditions making for grievances and misunderstandings. Further, the Union agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement, and will use its best endeavors to protect the interest of the City, to conserve property, protect the public and give service of the highest quality. The Union and the City consider themselves mutually responsible to improve the public service through the creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a worker like manner.

SECTION 4. Notice to the City of Union's Representatives. The President of the Union shall advise the City's Labor Relations Manager in writing, of the names of the stewards, the chief steward, The Union Vice President, and the Union President and of the group which each represents. No Union steward, chief steward, Union Vice President or Union President will be granted time off from his/her job for any reason unless the City is properly notified according to this Article.

## ARTICLE 5

### SENIORITY

SECTION 1. Definition. An employee's seniority shall be his/her continuous length of service with the City determined from the date he/she was hired as a regular, full-time employee if there was no prior service as a seasonal/part-time employee, or it shall be determined from the date he/she was hired as a seasonal/part-time employee if there was continuous service as a seasonal/part-time employee prior to the date he/she was promoted to the status of a regular, full-time employee. The amount of continuous service as heretofore provided shall be applied to an employee's probationary period hereinafter set forth. Seniority shall not accumulate during any leave of absence (unless specifically provided herein) or layoff. Seniority shall be applied only as specifically set

forth in this Agreement. The City will record the seniority dates for the employees in each department on departmental seniority lists, however, except as otherwise provided, seniority shall be bargaining unit wide.

Every six (6) months (January and July) after the initial posting, the City will post on the bulletin boards and will furnish to the Union Secretary these seniority lists revised up to one (1) week prior to the date of their posting.

Part-time employees shall acquire seniority as provided in Article 13, Section 5.

Seasonal employees shall acquire seniority as provided in Article 14, Section 5.

SECTION 2. Temporary Employees. Temporary employees have been renamed seasonal employees and are now included in the bargaining unit and represented by this Union, subject to Article 14.

SECTION 3. Probationary Employees. An employee covered hereby shall be considered a probationary employee for the first one hundred twenty (120) calendar days.

There shall be no seniority among probationary employees.

The City shall have no obligation to re-employ an employee who is laid off or discharged during his/her probationary period.

The Union reserves the right to represent a probationary employee who, in its opinion, has been disciplined or discharged for Union activity, but the Union has no right to represent a probationary employee for any other reason.

SECTION 4. Seniority Status. If a regular, full-time employee completes his/her probationary period within the nine (9) months from his/her first day of work, he/she shall be entered on the seniority list as of that first day of work.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

SECTION 5. Seniority of Union Representatives and Union Officers. Notwithstanding his/her position on the seniority list, a steward shall, in the event of a layoff, be continued at work as long as there is a job in the group which he/she represents which he/she is qualified to perform, and, if he/she is laid off, shall be recalled to work on the first open job in his/her group, which he/she is qualified to perform.

Notwithstanding their position on the seniority list the Union President, Vice President, Union Secretary, Union Treasurer, and Chief Steward of the Union in that order, shall, in the event



of a layoff, be continued to work as long as there is a job covered by this Agreement which he/she is qualified to perform, and, if any of the foregoing are laid off, they shall be recalled to work, in the foregoing order, on the first open jobs which they are qualified to perform.

SECTION 6. Loss of Seniority. An employee shall lose his/her seniority if: he/she resigns or quits, he/she is discharged and the discharge is not reversed through the grievance procedure, he/she retires by voluntary, deferred, compulsory, duty or non-duty disability retirement or for any other reason for his/her termination except a layoff in which case the provisions of Article 6 of this contract shall apply.

## ARTICLE 6

### APPLICATION OF SENIORITY

SECTION 1. Out of Class Assignments. If there is a temporary surplus or deficiency of employees in any permanent full-time classification covered by this Agreement, for other than overtime purposes, the City may adjust the situation by assigning employees to other work within their classification or within another classification for which the City deems them qualified.

A. Full Time to Full Time. When there is more than one (1) employee within the classification and within the division and/or section from which or in which the temporary assignment is to be made, and if a permanent full-time employee is to be selected, the least senior employee will be selected, provided he/she has the present ability to perform the work required, unless the assignment is an upgrade to a higher paid classification, in which case the senior employee so qualified will be assigned.

During the period of out of classification assignment to another job, a permanent full-time employee shall be paid the rate of his/her regular job or the rate of the job to which he/she is assigned, whichever is the higher rate.

B. Seasonal/Part Time to Full Time. If a permanent full-time employee is not qualified or otherwise available for the out of classification assignment, a seasonal or part-time employee may be selected. A seasonal or part-time employee may be temporarily assigned outside his/her classification pursuant to Article 12, Section 3 (Back-up Solid Waste Operators) or the most senior seasonal or part-time employee in the division and/or section qualified to perform the duties of the permanent full-time position (or, as applicable, the senior employee who meets the training eligibility requirements). Where it is necessary to train a seasonal or part-time employee to perform a temporary assignment, such employee will be paid at his/her regular rate for a training period not to exceed eighty (80) work hours. Thereafter during the period of out of classification assignment to a permanent, full-time job, not previously performed by a seasonal or part-time employee, the employee will be paid at the base rate of the job to which he/she is assigned.

C. Notice of Assignment. If an employee is assigned out of classification for a continuous period of thirty (30) or more calendar days, the Department shall submit notice of the assignment to the Department of Human Resources for placement in the employee's personnel file. Notice shall be sent to the Union President.

SECTION 2. Permanent Transfers. All open or vacated jobs shall be posted within thirty (30) calendar days of the time the job becomes open or vacated. Notice of job vacancies shall be posted on the bulletin boards by the City for six (6) calendar days, setting forth the minimum requirements and the date it is posted for the vacant position. If the position is not posted within thirty (30) calendar days, the City will send the Union written notice of the reason(s) why. An employee desiring to fill a posted job vacancy shall sign the posting. If the employee would be off work for any reason during the six (6) day posting period, and such time can be documented through the official absence records, the employee shall be allowed to bid on the position. In any other case, after the end of the posting period an employee may not bid regardless of his/her reason for failure to bid during the posting period. If there are qualified bidders, the job shall be awarded within forty-five (45) calendar days after the posting period. The Employer shall furnish the Union President a copy of each job posting at the same time the postings are posted on the bulletin board. If a job is awarded after eighty-five (85) days from the date it became open or vacated and it is an upgrade to a higher paid classification, the employee, if he/she was solely assigned to the position during the time of the vacancy, shall have his/her change of status adjusted as if he/she had been permanently transferred as of the first day of the out of class assignment.

If a job is first awarded to a seniority employee after eighty-five (85) days from the date the job was posted or reposted and it is an upgrade to a higher-paid classification, an employee who was not temporarily assigned to the position shall have his/her change of status adjusted as if he/she had been permanently transferred as of the eighty-sixth (86<sup>th</sup>) day, and he/she will be paid the regular pay differential for the time period during which he/she did not hold the position starting on the eighty-sixth (86<sup>th</sup>) day, but only after completion of thirty (30) days in the position.

Full-time regular bargaining unit members shall be selected in seniority order for posted job openings provided that the bidder has the necessary qualifications. A bidder's work record may be considered if it has a direct correlation to the ability to perform the job. Additionally, Article 16, Section 3 shall be applicable.

During his/her first thirty (30) calendar days in a new city job (within or outside the bargaining unit), an employee may elect to return to his/her former job in the bargaining unit without loss of seniority, if he/she gives a sensible reason(s) for his/her desire to do so. The City may transfer him/her back from the new job (within or outside the bargaining unit) to his/her former job within that thirty (30) day period. If a job within the bargaining unit is thus vacated the City may, at its option, select another bidder from the posting or repost the job. After such thirty (30) calendar day period on the job within the bargaining unit, the placement shall be considered permanent.

After an employee's successful transfer to a job in response to his/her bid for it, he/she shall be ineligible to bid for another posted job until he/she has served on that job for six (6) months.

However, if the job for which he/she desires to again bid is a higher paying job, he/she shall be eligible to bid again after working one (1) month on the job.

Seniority shall be applied on a unit-wide basis.

Seasonal and part-time employees shall be considered pursuant to Article 14, Section 6 and Article 13, Section 6, respectively.

If an open job is not filled through the methods above provided, the City may either select an employee and train him/her for the job, or hire in an employee for it, at its option.

SECTION 3. Transfer Out of and Back into the Bargaining Unit. If an employee covered by this Agreement transfers to another City position outside the bargaining unit, and thereafter returns to a position covered by this Agreement within one (1) year, that employee shall retain bargaining unit seniority accrued prior to the transfer outside the bargaining unit.

SECTION 4. Shift Preference. Not less than thirty (30) days prior to January 1, and July 1, of each year, employees having seniority may make written application on City forms for transfer to another shift in the same classification as they are working in at the time of application. Such application for shift preference shall be made in writing to the supervisor, with a copy of the dated application being provided to the area steward by the employee. The employee will receive a copy signed by the supervisor.

Employees will be given preference of shifts within a division or section based on their seniority, classifications, and the necessary ability to perform the work required. The most senior employee within the division or section shall have the opportunity to select their choice of shifts within the division or section, provided there are adequate numbers of qualified employees on jobs on such shifts.

If a division or section makes changes in the shifts for its employees, it shall declare the changes five (5) working days before so that employees affected by that change will make application for shift preference before those changes are effected.

If shift changes are to be made that will last for thirty (30) calendar days or more, employees shall be granted ten (10) working days notice before such shifts are effectuated so that they may make application for shift preference before the changes are effected.

At the Wastewater Treatment Plant where a seven (7) day around the clock operation is necessary, the Union representative and the division head have been afforded the opportunity to negotiate shift preference and scheduling within the division. Copies of the agreements negotiated which address overtime issues at the Wastewater Treatment Plant, and which shall remain in effect during the term of this Agreement, are attached to this Agreement, as Appendices J and K.

SECTION 5. Layoffs and Recalls. The word "layoff" means a reduction in the working force due to a decrease of work. If it becomes necessary to have a layoff, the following procedures will be mandatory. Within the positions affected by the decrease of work, probationary employees will be laid off first, and then seniority employees in inverse order of seniority according to the following:

A. General Provisions.

1. At least thirty (30) days before implementation of a layoff, the Union will be notified.
2. Within five (5) calendar days of written notification to the Union of a pending layoff, the Union may meet with the City to discuss the implementation of the layoff procedure, to identify the positions anticipated to be affected by the layoff, and to discuss special issues, if any, which were not anticipated when the layoff procedure was negotiated.
3. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of the layoff.
4. The Union's Secretary shall be notified by the City of the names and positions of employees being laid off on the same date the notices are issued to the affected employees.
5. Probationary employees within the affected positions will be laid off first, followed by seniority employees in inverse order of seniority.
6. The City and the Union agree to bumping, layoff and recall procedures for bargaining unit employees which shall be governed in accordance with the contract including, but not limited to, Article 5, Seniority; Article 6, Application of Seniority; Article 11, Leaves of Absence and Article 18, Grievance Procedure. Layoffs shall never occur for punitive or disciplinary purposes.
7. The City and the Union agree that for purposes of layoffs and bumping, seniority shall be determined according to Article 5, Seniority and Article 6, Application of Seniority.
8. The City and the Union agree that for purposes of layoffs and bumping, it shall be assumed that an employee is capable and qualified to perform the duties of a position if the classification and level of the position is equal to or lower than the classification and level of the position currently held by the employee being laid off and, either: (1) the employee had previously successfully held the position, or (2) the employee has training, education or prior experience that initially demonstrates that he/she can perform the work of the position within a trial period of no less than eighty (80) work hours. An employee shall not be entitled to bump into a position if he/she is not capable as defined above.

9. An employee shall have the opportunity to review the job specification, update his/her personnel file and meet with the Department of Human Resources prior to bumping into a position in order to determine if the employee is qualified to perform the duties of the new position. If the employee bumps into a position and ultimately is found not capable of performing the duties, the City shall have the right to lay him/her off without bumping right. If there is a dispute over an employee's qualifications to bump into a position, it shall be discussed by a joint committee comprised of an equal number of Union and City representatives. If the joint committee cannot agree within three (3) days, the matter may be subject to the grievance procedure as provided in Section 15, below.
10. Employees subject to layoff or on layoff status shall have the right to bid on vacant positions according to Article 6, Section 2.
11. An employee scheduled for layoff who fails or is unable in accordance with this Agreement to exercise the option to bump into the position held by the least senior employee, as provided under Section B, Layoff and Bumping Procedures, for which he/she is qualified, or to accept a temporary transfer if one is offered, shall be laid off.
12. An employee who is bumped out of his/her position by a more senior employee will be considered as having been laid off and will be subject to the provisions set forth in this Agreement.
13. An employee may bump only once after receiving a layoff notice or after being displaced. However, an employee shall have the right to again exercise his/her bumping rights each time he/she is subsequently displaced as a result of another employee exercising his/her bumping rights in a subsequent layoff.
14. The City and the Union agree that there may be an exceptional case when the City may wish to retain or transfer an employee or recall a laid off employee regardless of seniority when and if the position is vital to the City and where the position involves state mandated licensing requirements which cannot be performed except by such a licensed individual. If the City intends to invoke this provision, the City shall notify the Union and the employee to be bumped fourteen (14) calendar days in advance of initiation or implementation of such action.
15. Any grievance regarding the layoff, reassignment, bumping, transfer (temporarily or otherwise), any reducing personnel action, recall, and/or abolition or non-filling of a position shall be presented to the City of Lansing Labor Relations Manager at Step 3 of the grievance procedure contained in Article 18 of the contract.

16. The City and the Union agree that in the event an employee is improperly laid off or not recalled in accordance with his/her seniority rights, said employee is entitled to retroactivity.

B. Layoff and Bumping Procedures.

1. Within five (5) working days of receipt of the notification of layoff, the employee scheduled for layoff shall notify the Personnel Services Director of his/her decision to either accept layoff or bump in accordance with the procedures described herein.

2. An employee who becomes subject to layoff and/or bumping shall be entitled to exercise bumping rights in the order enumerated each time he/she becomes subject to layoff and/or bumping until such employee is placed in a vacant position, bumps into a position occupied by the least senior employee as provided below, exhausts his/her seniority, or accepts a temporary transfer as provided below.

(a) Vacancy: The employee shall exercise his/her seniority and accept placement into a vacant position in his/her current salary level, for which he/she is qualified, according to Article 6, Section 5.

(b) Bumping:

(1) Should an employee be unable to be placed into a vacant position as provided in (a), he/she may meet with representatives of the Personnel Department to review the classifications and job specifications of positions to which the employee may exercise bumping rights. An employee must exercise bumping rights at the first available step, as enumerated below.

(2) The employee shall exercise his/her seniority and bump the least senior employee in a position for which he/she is qualified, according to the General Provisions of this Section, to perform the work with the same classification and salary level.

(3) Should an employee be unable to bump into a position within his/her same classification and salary level, the employee shall exercise seniority by bumping into a position held by the least senior employee for which he/she is qualified, according to the General Provisions of this Section, to perform the work within any classification at the same salary level.

(4) If a full-time seniority employee is laid off while a seasonal employee is working, the laid off full-time employee may bump the seasonal employee, and, in addition, the full-time employee:

(i) will remain at his/her pre-layoff hourly rate and will retain full-time fringe benefits as long as he/she occupies the seasonal position and;

(ii) will head the seniority list of seasonal/part-time employees for purposes of layoff from the seasonal position and;

(iii) will retain the full-time classification (recall rights) from which he/she was laid off and;

(iv) will be entitled to anniversary contract increases if applicable and;

(v) will be recalled pursuant to Article 6, Section 5.

(5) Should an employee be unable to bump into a position within any classification at his/her same salary level, the employee may accept a demotion to any occupied position by bumping the least senior employee in the next lower salary level, provided the employee is qualified according to the General Provisions of this Section. If no position is available based on the employee's seniority and qualifications, the employee may continue to exercise his/her bumping rights, as described above, in the next lower salary level (or levels) until the employee can claim a position which he/she is qualified to perform or exhausts his/her seniority. Alternatively, an employee may accept a demotion to a vacant position for which he/she is qualified at any lower salary level.

(c) Temporary Transfer:

(1) Should an employee be unable to exercise bumping rights, prioritized above, the City shall offer a temporary transfer to a position where the incumbent is off work due to an injury or extended illness of thirty (30) days or more, and where the employee being laid off has the qualifications according to the General Provision of this Section.

(2) If an employee scheduled for layoff is unable to transfer to a vacant position as provided in (a), or bump into another position as provided in (b), and if a temporary transfer to a position at the same or equivalent classification or salary level is offered, the employee shall accept the temporary transfer. Similarly, if a temporary transfer is offered, but the position is at a lower classification level than that previously held by the employee, acceptance of the transfer shall be at the option of the employee.

(3) Should the incumbent return to active status, the employee temporarily transferred will be laid off and be eligible to exercise the provisions of this Article, including bumping rights. Should the incumbent be unable to return to work and the position declared vacant, the employee temporarily transferred will be transferred to the position on a permanent basis if the position is the same as or equal to the classification or salary level previously held by the employee. Should the position be of a lower salary level than that previously held by the employee, the employee will be given the option to accept the permanent transfer or be laid off and be eligible to exercise the provisions of this Article, including bumping rights.

C. Recall. When the working force is increased after a layoff, employees shall be recalled in order of seniority and shall be subject to the same conditions of layoff. An employee on layoff will be recalled to a position with the same classification. An employee may elect to be recalled to the first available position that they are qualified to perform rather than waiting to be recalled to their original classification. The following general rules shall apply:

1. Notice of recall may be given by telegram, or by registered or certified mail. In case of notice given by telegram or mail, the employee's last address of record with the City shall be used.
2. An employee who fails to report for work when notified to do so by telegram or mail, by the starting time of his/her shift on the sixteenth (16th) calendar day after the date such notice is received, or by the starting time of his/her shift, on any later day on which he/she was instructed to report, shall likewise be deemed to have quit and shall lose seniority. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the City's Director of Human Resources of such reasons by telegram or by registered or receipted mail, received prior to the deadline for his/her reporting for work. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Director of Human Resources, the Director of Human Resources may determine that the employee's loss of seniority shall stand.
3. An employee who is laid off for a period equal to his/her seniority at time of layoff, or for a period of five (5) years, whichever is the shorter period, shall cease to have seniority and his/her name shall be removed from the seniority list.

SECTION 6. Layoffs and Recalls/Seasonal and Part-Time Employees. Seasonal and part-time employees shall be governed, for purposes of layoff and recall, by Article 14, Section 6 and Article 13, Section 6, respectively.



## ARTICLE 7

### SUBCONTRACTING

SECTION 1. Subcontracting. In the event the City proposes that an operation being performed by this bargaining unit be turned over to an authority or non-profit corporation or any subcontracting of bargaining unit work shall be the subject of advance notice to the Union. The Union shall receive advance notice which may include, where appropriate, a copy of the Invitation for Bids (I.F.B.) to enable it to have full opportunity to engage in discussions with the City which may include, but need not be limited to, the following topics:

- A. The reason for the City's interest in subcontracting.
- B. Alternatives to subcontracting.
- C. The placement or transfer of affected employees into other City jobs.
- D. Other relevant topics.

In no event shall any seniority employees who perform the work in question be laid off as the result of work being subcontracted.

SECTION 2. Joint Committee on Outsourcing. The City and the Union will engage in cooperative discussions to establish a procedure to review work being outsourced and discuss possible alternatives thereto.

## ARTICLE 8

### CLASSIFICATIONS

SECTION 1. New Positions. The City agrees that in the event a new classification is established the Union shall be notified within a reasonable time period.

The City and the Union agree that new positions that are not covered by existing classifications, but are covered by this Agreement, will be evaluated by the classification consultant. The evaluation results shall determine the position's classification and salary level consistent with other classification levels established for this Union. If the Union is not in agreement with the classification established for the position, the Union shall have the right to appeal with regard to the position as established under Section 4 of this Article.

SECTION 2. Classification Reviews. The City and the Union agree that the positions covered by this Agreement will be evaluated and the salary level established under a job evaluation

method consistent with the objectives established by the parties. During the life of this Agreement a full-time employee, or either party, that believes there has been a significant change in the job content of an existing position may request in writing that the City proceed with a classification review in accordance with the provision of Section 3.

In the event that the classification review determines that the position should be reclassified upward, the reclassification will be effective the beginning of the next pay period following receipt of the decision of the Classification Consultant. The employee will be placed in the new classification at the next step increment which affords the employee a salary increase.

If the classification review determines that the position shall be classified downward, salary adjustments for downgraded positions shall be implemented as follows: the incumbent employee will continue to receive his/her present wage rate plus any wage adjustment and step increases under this Agreement provided he/she remains in the same position. When the position is vacated, if posted, it will be reclassified at the appropriate level.

At least ten (10) bargaining unit members will be trained to evaluate positions with the classification methodology. One (1) trained bargaining unit representative may attend all Appeal Hearings that consider reclassification of bargaining unit members and have a reasonable opportunity to present information and take part in the discussions.

SECTION 3. Procedures for Classification Review. A classification review may be requested by any City employee, the Union, supervisor, division head or department head according to the following procedure:

- A. Employee obtains reclassification position questionnaire from department head or designee or the Department of Human Resources.
- B. Incumbent forwards completed questionnaire to supervisor, who shall give the incumbent a dated receipt for same. The supervisor shall review and complete the supervisor's section. A reclassification request for a position with multiple incumbents who desire to have their positions evaluated jointly, must have mutual agreement and sign-off by all incumbents on a single position questionnaire, prior to submitting the questionnaire to the supervisor for review and comment.
- C. Supervisor and division head forward completed questionnaire form to department head within fifteen (15) working days of receipt from incumbent.
- D. Completed position questionnaire is forwarded to the Department of Human Resources within ten (10) working days from the time the questionnaire is submitted to the department head.
- E. Department of Human Resources logs and prioritizes position questionnaires by date of receipt.

F. Department of Human Resources staff representative conducts desk audits by interviewing the incumbent and appropriate supervisor and prepares the desk audit summary within fifteen (15) working days. A Union Representative trained in the classification methodology may also be present if the employee so requests. For multiple incumbent positions, the Department of Human Resources shall conduct the desk audit with one (1) incumbent selected by the incumbents. The desk audit will be reviewed by each of the incumbents, with mutual agreement and sign-off by all incumbents prior to the Department of Human Resources submitting the questionnaire to the Job Analyst within the Department of Human Resources, or their designee, with a copy provided to the Union.

G. The Job Analyst within the Department of Human Resources, or their designee, shall review and evaluate the position questionnaire and desk audit summary. This review shall be conducted within fifteen (15) working days of the completion of the desk audit by the department of Human Resources, if the evaluation by the Job Analyst and/or designee determines an upward reclassification, that change will be made effective the beginning of the next pay period following the receipt of the review and approval by the Job Analyst and/or designee. In the event that the evaluation results in no change or a downward change in the classification of the position under review, the Classification Consultant currently under contract shall review and evaluate the position questionnaire and desk audit summary within fifteen (15) working days of the completion of the evaluation by the Job Analyst within the Department of Human Resources, or their designee.

H. Once a classification review is finalized by the Job Analyst or the Classification Consultant, the decision will be forwarded to the department head, incumbent, Labor Relations Office and Budget Division within five (5) working days of the date of receipt of the final decision from the Classification Consultant.

I. Reclassification decisions to reclassify a position upward shall be effective the beginning of the next pay period following the receipt of the review and approval by the Classification Consultant. Where the classification review by the Classification Consultant indicates a downward reclassification of the incumbent's position, the reclassification will not become effective until the incumbent vacates the position.

J. Once a classification decision is finalized regarding a position, that position will not be eligible for consideration again until one (1) year from the date of the initial decision of the Classification Consultant.

K. Incumbents in a position resulting in a downward change in the classification level shall be notified that no change to the current classification level is being recommended, as the change will be effected when the incumbent vacates the position. Employees requesting a meeting with the Department of Human Resources to review the evaluation of the Classification Consultant shall be advised of the downward change.

If at any step in the process, the scheduled time frame cannot be met by the responding party for good reason, an extension of not more than one equal time period can be utilized by informing the next level in writing with copy to the requesting individuals.

Each classification study which comes before the Job Analyst or Classification Consultant may result in any of the following decisions: upward change, no change, downward change after the incumbent vacates or change in title. No changes and downward changes decided by the Job Analyst will be forwarded to the Classification Consultant.

SECTION 4. Reclassification Appeal Procedure. Employees may appeal reclassification decisions made by the Classification Consultant. All such appeals must be processed in accordance with the following steps:

Step 1.

The employee, or either party must file a written appeal on forms furnished by the City, with the Department of Human Resources, within ten (10) working days of written notification of the Classification Consultant's decision. The appeal form must include the specific reasons for the basis of the appeal.

Step 2.

All documentation provided regarding an appeal will be forwarded by the Department of Human Resources to the Classification Consultant and to the Union if not previously made available to them by the employee. The appeal will be arranged by the Department of Human Resources at a time mutually agreed to by the Consultant, Human Resources, Management, the Employee and the trained Union Representative. The employee may attend to present additional information.

Step 3.

The Department of Human Resources will provide the employee with a written answer from the Classification Consultant regarding the appeal within thirty (30) calendar days of the meeting.

## ARTICLE 9

### HOURS OF WORK AND WAGE RATES

#### SECTION 1. Hours of Work.

A. The Normal Work Week and Work Day. Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the regular hourly rate shall be paid as set forth in Appendix A of this Agreement. No employee shall have his/her work week schedule altered for the purpose of avoiding the payment of overtime. No employee shall be required to work

on his/her scheduled day off in lieu of his/her scheduled work day. Nothing herein shall be construed as meaning that any employee shall receive overtime pay for Saturday and Sunday work unless such work is performed according to B and/or C of this Section. PROVIDED, this Section shall not be construed to prevent the implementation of special shift arrangements in operational units different from the above, which incorporates the concepts of core time, compressed time or flexible work schedules, where the change is initiated by the Labor Relations Manager in writing and approved by the Union President.

B. Overtime - Time and One-Half. Time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to holiday pay therefore), shall be compensated for at the rate of one and one-half (computed at one hundred fifty-two [152%] percent) times the employee's regular hourly rate of pay, exclusive of shift or premium pay. Employees working on six (6) continuous day operations will receive one and one-half (computed at one hundred fifty-two [152%] percent) times the employee's regular hourly rate of pay for all hours worked on the sixth (6th) day, if he/she has worked forty (40) hours on the previous five (5) days of the employee's work week.

C. Overtime - Double Time. Double time will be paid for all hours worked on Sunday, except for employees working on seven (7) continuous day operations who will receive double time for all hours worked on the seventh (7th) day of the employee's work week.

D. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid sick leave days, paid personal leave days and paid vacation leave days shall be considered as days worked. For the purpose of computing overtime work on Saturday or sixth (6th) day, and Sunday or seventh (7th) day, the normal starting time of each employee's regular shift shall be used for the twenty-four (24) hour period on Saturday or sixth (6th) day, and the twenty-four (24) hour period on Sunday or seventh (7th) day, to define B and C of this Section. In no case shall any employee be paid for any time not actually worked.

E. Distribution of Overtime. When overtime is required, it shall be approved by the employee's immediate supervisor, and it shall be equalized as nearly as practical among employees holding like job classifications within a single Departmental Division, or among employees holding classifications within a negotiated division or section equalization group. An up-to-date equalization chart showing overtime hours (recorded in a manner to reflect the applicable time and a half or double time rate) will be posted weekly in a prominent place in each Departmental Division. This equalization chart shall be kept on a continuous basis and may be jointly reviewed from time to time as necessary by special conference as provided by Article 16, Section 9 of this Agreement. This chart may be replaced monthly, but when it is, the accumulated number of overtime hours will be carried forward to the chart next posted. However, on January 1<sup>st</sup> each calendar year, the hours of the employee who has the fewest hours on the equalization of hours (E.O.H.) chart shall be reduced to zero (0). The hours of all other employees within the same E.O.H. group shall be reduced by an amount equal to that which the employee with the least hours was reduced.

Whenever overtime is required, the person with the least number of overtime hours in that classification within a single Departmental Division or negotiated equalization group will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of the employees working during that period, excluding employees on vacation or sick leave. Employees newly entered in a group as a new hire, a transferred or a promoted employee shall be credited with the highest number of hours of the equalization group which he/she enters.

F. Work Breaks. An employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by his/her immediate supervisor, consistent with current practices.

G. Night Premium. Employees who work between 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, seventy five cents (\$.75) per hour night premium. This shift premium does not apply to employees working overtime.

Employees at the Wastewater Treatment Plant are eligible for shift differential for their entire shift provided that at least part of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the employee receives overtime.

Employees outside the Wastewater Treatment Plant shall also be eligible for shift differential for their entire shift, provided that at least four (4) hours of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the employee receives overtime.

H. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week under any of the terms of this Section. It is the intent of the parties through this provision to ensure that an employee is paid the single, best applicable wage premium. For example, an employee working overtime on the night shift shall be paid the applicable overtime rate but not the night shift premium.

I. General. The foregoing provisions of this Section 1 are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work.

J. Computation of Pay. Employees who report late for work or who leave work early, or who work overtime shall have all such hours computed for pay purposes to the nearest one tenth of an hour including any fraction thereof.

K. Bargaining Unit Work.

1. General Standards. Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit if in doing so it would reduce the size of the bargaining unit or circumvent the overtime provision. A standard of reasonableness shall be used in evaluating situations.
  - (a) Standard of reasonableness shall be determined by the Labor Relations Manager and the Union.
  - (b) Should resolution not be possible the dispute shall be subject to the step 4 provision of the grievance procedure.
  
2. Special Program(s). Green Thumb, Neighborhood Youth Corp, Diversion Programs, volunteer handicapped parking enforcement or their successor programs, that may perform bargaining unit work, shall be the subject of advance notice to the Union. Upon receipt of such notice, the Union shall be granted full opportunity to engage in discussions with the City which may address, but need not be limited to, the following topics:
  - (a) The reason for the City's interest in said program;
  - (b) Alternatives to the program;
  - (c) Anticipated impact upon the bargaining unit;  
and
  - (d) Other relevant topics.

Disputes under this paragraph, K. 2, shall be subject to paragraph K.1.

In no event shall any seniority employees who perform work impacted by such programs be laid off as the result of bargaining unit work being performed by participants of such special program(s).

3. Light Duty Assignments. The City and the Union agree to extend the current Memorandum of Understanding (M.O.U.) to other City of Lansing non-bargaining unit employees. The City and the Union shall meet and jointly determine the appropriate use of light duty assignments in other City operations.

L. Clean-up Time. Each department has established its own policy for clean-up time before lunch and before quitting time for employees covered under this collective bargaining agreement. However, in no event shall employees covered hereby be provided less than five (5) minutes clean-up time before lunch and before quitting time.

M. Compensatory Time. In lieu of receiving pay for overtime which is worked, an employee may, with prior approval of the department representative, request to receive compensatory time off earned at the rate of one and one-half (1 ½) hours compensatory time off for one (1) hour of overtime worked. Compensatory time earned hereunder shall be cumulative up to a maximum total of forty (40) hours. Employees may not use compensatory time in excess of their balance; employees that exceed their compensatory balances will be subject to docked pay. Accrued compensatory time will be paid at the employee's authorized regular rate of pay on the date it is used or paid. Accrued compensatory time shall not be paid upon an employee's retirement; however, accrued compensatory time, up to the maximum of forty (40) hours may be taken prior to the employee's last scheduled work day.

Compensatory time off shall be scheduled in advance, upon written request from the employee submitted not later than the end of the employee's previously scheduled work shift. In unusual or emergency situations, a written request to use compensatory time submitted to the department head or designee later than the end of the employee's previously scheduled work shift shall not be unreasonably denied. Compensatory time use will not be approved in cases where it will be necessary to pay another employee at overtime rates to cover the employee's time off.

SECTION 2. Wage Rates. Full-time employees in the bargaining unit shall receive a two and two-tenths percent (2.20%) cash payment (no base pay roll-up) based upon an employee's salary in 2004 effective the first pay period beginning on or immediately following October 1, 2004; a two and two-tenths percent (2.20%) wage increase effective the first pay period beginning on or immediately following October 1, 2005; an additional two and five-tenths percent (2.50%) wage increase effective the first pay period beginning on or immediately following October 1, 2006; and an additional two and five-tenths percent (2.50%) wage increase effective the first pay period beginning on or immediately following October 1, 2007. (Note: Full-time employees making more than the rate negotiated for their classification in the new system shall be paid the rates applicable on November 30, 1989 plus the negotiated wage rate increases.

SECTION 3. Implementation of Step Increase.

A. Employees who are hired or promoted are eligible for the first Step Increase six (6) months from their respective date of hire or promotion, and annually thereafter.

B. All Step Increases are effective the beginning of the pay period following the eligibility date.



ARTICLE 10

WAGE SUPPLEMENTS

SECTION 1. Bereavement Time, With Pay. At the time of death of a spouse, child, step-child, parent, step-parent, and parent of a current spouse, an employee will be entitled to use a maximum of the next five (5) work days with pay, not to be deducted from the accumulated sick leave, to arrange for and/or attend the funeral.

An employee will be entitled to use a maximum of three (3) work days with pay, not to be deducted from accumulated sick leave, to make arrangements and attend the funeral for any other immediate family member as defined below.

A period of time taken off for bereavement under this Section which is less than or equal to one-half (1/2) of a day, shall only be considered one-half (1/2) day. A period of time taken off in excess of one-half (1/2) day shall be considered a full day.

"Other immediate family" shall mean niece, nephew, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchild.

The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may withhold payment if the employee did not make proper request for leave, prior to taking the time off, so that his/her work could be covered in his/her absence.

In the event of the death of a member of the immediate family, including spouse, child, step-child, parent, step-parent and parent of current spouse, additional time may be taken off, with the approval of the department head. This time off may be charged to vacation, personal leave, or sick leave time earned.

SECTION 2. Holidays. The City will pay a seniority employee, as provided below, for the following holidays:

One full day prior to New Year's Day	Labor Day
New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Good Friday	One full day prior to Christmas Day
Independence Day	Christmas Day

provided that he/she meets all of the following eligibility rules:

He/she works or is paid pursuant to this Agreement, the full period of his/her last scheduled work day prior to, and his/her next scheduled work day following the holiday.

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be so observed as the holiday, excepting that, whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

An employee who works any of the holidays designated above shall receive time and one-half (1-1/2) the employee's hourly rate of pay for all hours worked in addition to holiday pay. However, if the employee works on a holiday, which is also his/her seventh work day, the employee shall receive double (2x) the employee's hourly rate for all hours worked in addition to holiday pay.

Employees working in a twenty-four (24) hour continuous operation and who are not scheduled to work on the date the designated holidays are celebrated shall have the option to receive the holiday pay or receive an additional eight (8) hour day off.

Employees working in operations run on a seven (7) day schedule shall observe the holidays on the actual day that the holiday falls as listed in this Agreement.

Those employees who are eligible to, and do "save holidays," must use the holiday time saved within one (1) year of the date accrued.

### SECTION 3. Group Insurances.

A. Hospital, Medical, Surgical Insurance. The City will make available to an employee covered hereby, a Blue Cross/Blue Shield (MVF-2 with Master Medical Option II, with \$150.00 deductible per individual (\$300.00 per family), FAE-RC, routine mammogram, routine pap smears, hospice care, individual case management, mail order prescription drug program and preferred RX \$5.00 prescription drug rider) plan of hospital, medical and surgical insurance. This plan shall include a second surgical opinion program which includes mandatory provisions.

Effective on or about July 1, 1990, the plan shall include hospital precertification and predetermination programs, \$150.00 per individual (\$300.00 per family) deductible for master medical. At the same time, vision coverage will be added to the Blue Cross insurance. Additionally, employees will be required to participate in a preferred provider system for covered prescriptions and durable medical supplies upon implementation of such a program by the City.

Effective February 20, 2001, the City shall provide as the base plan for group hospital, medical and surgical insurance for all active employees and employees who retire after February 20, 2001: Blue Cross/Blue Shield Community Blue PPO, Plan 1, with unlimited wellness (CBPCM rider), except that mental health and substance abuse co-pay shall be 80%/20%. Such base insurance

shall include a prescription program with a Blue Cross/Blue Shield ten dollar (\$10) preferred Rx prescription drug rider. The City shall pay no more than the amount paid for the BC/BS Community Blue Plan provided for in this subsection for bargaining unit members each health care contract year.

Current BC/BS Traditional and Plan D Medical, hospital, and surgical insurance will no longer be available for active employees as of February 20, 2001. An open enrollment period will be held in January 2001 prior to these changes taking effect.

The City will provide complementary health care coverage (coordinating with Medicare) when an employee or spouse reaches the Medicare eligibility date, with no reduction in benefits or coverage.

Effective October 2, 2000, the City agrees to pay 100% of the premium for single, double, or full family coverage (up to the appropriate premium under the base plan) for each full-time regular employee hired into the bargaining unit. Such coverage shall become effective on the 20<sup>th</sup> day of the month following the month of the employee's hire date into a full-time regular position. In the event the employee does not successfully complete his/her one hundred twenty (120) day probationary period, or terminates employment with the City of Lansing for any reason whatsoever during his/her one hundred twenty (120) day period, said employee shall be required to reimburse the City for all hospital, medical, and surgical insurance premium costs paid by the City on his/her behalf. A seniority seasonal or part-time employee who is permanently transferred into a full-time regular position shall not be required to pay the first four premium payments. Full-time regular employees shall be required at the time of hire to fill out a payroll deduction authorization form.

B. Optional Hospital, Medical, Surgical Insurance Coverage. As long as they are available, the City will provide as an option, one open panel or group practice Health Maintenance Organization and one closed panel or individual practice Health Maintenance Organization. As an open panel or group practice Health Maintenance Organization, the City shall provide as an option, coverage through Blue Care Network. Such Blue Care Network coverage shall include an optical rider and a five dollar (\$5.00) prescription co-pay. Effective February 20, 2001, the prescription co-pay for Blue Care Network will be ten Dollars (\$10.00). As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of Physicians Health Plan is available through the City's Department of Human Resources. Any Health Maintenance Organization options offered on or after July 1, 1990 shall include hospital pre-certification, predetermination, and second surgical opinion programs, and vision care if available. Additionally, employees opting to participate in the HMOs will be required to participate in a preferred provider system for covered prescriptions and durable medical supplies upon implementation of such a program by the City on or after July 1, 1990.

In the event an employee chooses as an option, coverage through a Health Maintenance Organization, the City shall pay no more than the amount paid for the Blue Cross/Blue Shield plan provided for in this Section. The City's commitment to pay the foregoing amount shall be its sole obligation with regard to Health Maintenance Organization coverage. The employee will be responsible to pay, by payroll deduction, any difference in premiums due for coverage he/she has

selected which is more expensive than the amount paid by the City for the Blue Cross/Blue Shield plan provided for in this section. The employee will not be required to pay more than the full-family premium for the selected option where the two-person premium of the selected option is higher than the full-family premium of the same option.

C. EFFECTIVE MAY 1, 2006: The City shall provide a prescription drug plan with a Five dollar (\$5) generic/Ten dollar (\$10) brand name preferred Rx Co-pay, MOPD (Mail Order prescription drug service) and PRX-MM (Mandatory Generic Rider) to employees with Blue Cross/Blue Shield Community Blue PPO Medical Insurance, BC/BS Blue Care Network and for Physician Health Plan (PHP) as permitted by the plan(s).

D. Enrollment. An employee shall become covered by insurance or a Health Maintenance Organization through his/her completion of the required forms (at time of hire, re-hire, or during an annual enrollment period), and his/her acceptance by Blue Cross/Blue Shield or a Health Maintenance Organization as a participant. Such forms, and information as to the plans, shall be available at the City's Department of Human Resources.

E. Substitute Carrier. The City reserves the right to substitute another carrier if it would be economically advantageous, provided the current level of benefits are maintained or improved.

F. Alternative to Insurance Coverage. As an alternative to medical insurance coverage, the City may initiate during the term of this contract, a program which reimburses employees for certain IRS approved services, and/or offers cafeteria style benefits. Both the implementation and continuation of a reimbursement and/or cafeteria program shall be at the discretion of the City during the term of this Agreement. Upon implementation of the program, a special conference may be initiated by the City or the Union to explore its terms, and participation by employees shall be voluntary.

G. Retiree Health Insurance Coverage. Eligible retirees shall be covered by the same insurance as active bargaining unit members, except that employees who retire prior to February 20, 2001 shall retain a preferred prescription drug co-pay of five Dollars (\$5).

Employees hired on or after December 1, 1989 shall not become eligible retirees under this provision unless they earn at least fifteen (15) years of retirement service credit, and are eligible to receive age and service retirement benefits or they are eligible for duty disability retirement, under the terms of the General Employees' Retirement System Ordinance. Employees hired before December 1, 1989 shall become eligible retirees under this provision when they are eligible to receive age and service retirement benefits (deferred or immediate) or a disability retirement under the terms of the General Employees' Retirement System Ordinance, consistent with the practice then in effect. (Seasonal and part-time employees who are employed by the City on November 30, 1989, remain continuously employed by the City and who subsequently become full-time employees vested in the General Employees Retirement System shall become eligible retirees for health insurance benefits upon retirement, as follows: (1) when vested service credit time and twenty-five percent (25%) of part-time service equals at least fifteen (15) years, or (2) when vested service credit time

and fifty percent (50%) of months during which the employee worked at least ten (10) days as a seasonal employee equals at least fifteen (15) years.

Eligible retirees shall convert to complementary health care coverage at their Medicare eligibility date, with no reduction in benefits or coverage.

H. Dental Insurance Coverage. Effective October 1, 1980, the Employer shall pay the full premium cost of Delta Dental Plan C coverage for each employee. Plan C provides fifty (50%) percent of treatment costs of Class I and Class II benefits, with an Eight Hundred (\$800.00) Dollar maximum per person per contract year. Coverage under the plan is afforded to the subscriber (employee) and his/her dependents.

Class I benefits include: basic services, preventive services, restorative services, oral surgery services, endodontic services, and periodontal services.

Class II benefits include: prosthodontic services.

The City may provide as an option, dental coverage through another provider. Information regarding the additional coverage option shall be available through the City's Department of Human Resources. The City may discontinue the alternative dental coverage option if less than ten (10%) percent of eligible employees participate in the program or if the premium cost exceeds that of the existing Delta Dental Plan.

EFFECTIVE MAY 1, 2006: Increase Class I and Class II benefits from \$800/person/contract year to \$1500/person/contract year.

Employees and their dependents will be afforded orthodontic coverage which provides fifty percent (50%) of treatment cost, with a fifteen hundred dollar (\$1,500) lifetime maximum per person.

EFFECTIVE MAY 1, 2006: Increase Orthodontics from a \$1500 lifetime maximum to a \$3000 lifetime maximum.

I. Retiree Dental Insurance Coverage. Eligible retirees shall be covered by the same dental insurance, if any, as active bargaining unit members.

J. Opt Out

1. Procedures. The parties will meet and mutually agree to written procedures for implementation of the terms of an opt-out program.
2. Members of the bargaining unit, up to a maximum of fifteen percent (15%) of the bargaining unit, will be allowed to opt out of the City's health care plan, during the

City's open enrollment period<sup>1</sup> provided the employee provides written proof of coverage from another source.

Re-enrollment in one of the City's medical insurance plans will only be permitted at the time of the City's open enrollment which is at least one (1) year from the initial date of the opt out with the following exception. In the event the bargaining unit member loses his/her alternative coverage and provides written documentation of loss of such coverage, re-enrollment in one of the City's medical insurance plans will be permitted and the effective date of coverage will be as soon as allowable by the applicable insurance vendor.

3. Payment. When one (1) to nineteen (19) active employees elect to opt out of the City's health care plan in a plan year, they will be eligible to receive fifteen hundred Dollars (\$1,500) in any year in which they receive coverage from another source. When twenty (20) or more active employees elect to opt out of the City's health care plan in a plan year, they will be eligible to receive twenty-five hundred Dollars (\$2,500) in any calendar year in which they receive coverage from another source. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation. In addition, such payments shall be made a least twice a year, by separate check, following the period of time the employee had alternate coverage.
4. Cancellation. In the event that Cafeteria 125 plans are no longer permissible under state or federal statutes or IRS regulations, the City shall comply with said statutes and/or regulations which shall result in the cancellation of this option.

SECTION 4. Jury Duty or Witness Pay Supplement. During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, in a legal action to which the employee is not a party, he/she shall receive the pay the employee would have received had he/she worked his/her scheduled shift(s) during his/her period of jury duty or witness service provided that the employee gives to his/her department head or his/her designee prompt notice of his/her call for jury duty or witness service and remits to the City all jury member or witness fee payments other than travel allowances received by the employee for said service.

SECTION 5. Life Insurance. Effective October 1, 1993, the City agrees to pay the premium on a base Forty Thousand Dollars (\$40,000.00) of group life and Forty Thousand Dollars (\$40,000.00) accidental death and dismemberment insurance for regular full-time employees.

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<sup>1</sup>Initially a special opt-out period may be implemented outside of the City's open enrollment period.

EFFECTIVE MAY 1, 2006: The City agrees to pay the premium on a base Fifty Thousand Dollars (\$50,000) of group life and Fifty thousand Dollars (\$50,000) accidental death and dismemberment insurance for regular full-time employees.

Effective July 1, 1990, employees may purchase, through payroll deduction, Dependent Life Insurance Coverage according to the following schedule:

<u>Classification</u>	<u>Amount of Life Insurance</u>
Wife or Husband	\$5,000
Unmarried child, age	
14 days to 6 months	500
6 months to 23 years	2,500

EFFECTIVE MAY 1, 2006: The City will offer employees the option, at the employee's expense, to purchase dependent life insurance coverage for their spouse and children, as allowed by the City's insurance company, up to Fifty Thousand Dollars (\$50,000).

Further, employees who retire on or after July 1, 1990, and receive a pension other than a deferred vested pension, may continue Five Thousand Dollars (\$5,000.00) of group coverage by authorizing the appropriate deduction from their pension checks.

This coverage is subject to the conditions set forth in the booklet "Group Life Insurance Plan" available in the Department of Human Resources.

The City reserves the right to substitute another carrier of this coverage; the fundamental provisions of the present plan will not be changed.

SECTION 6. Longevity Bonus. Following his/her completion of five (5) years of continuous, full-time service, computed from his/her seniority date, by October 1 of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive annual longevity bonus as follows:

<u>Service</u>	<u>Annual Bonus</u>
5 or more, and less than 10 years	2% of annual earnings
10 or more, and less than 15 years	4% of annual earnings
15 or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings

Effective October 1, 2001, an employee shall receive annual longevity bonus as follows, subject to the parameters of this Section:

<u>Service</u>	<u>Annual Bonus</u>
5 or more, and less than 10 years	2% of annual earnings
10 or more, and less than 15 years	4% of annual earnings
15 or more, and less than 20 years	6% of annual earnings
20 years, and less than 25 years	8% of annual earnings
25 years, or more	10% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid a prorated longevity bonus based on the number of calendar months of full-time service credited to an employee from the preceding October 1 to the date of his/her retirement.

For purpose of longevity bonus, an employee's annual earnings shall be the wage rate which he/she is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, multiplied by his/her hours worked during the longevity bonus year, and exclusive of overtime pay, premium pay or uniform allowance. No longevity bonus shall be made for that portion of an employee's annual earnings which is in excess of twenty thousand Dollars (\$20,000).

Payment of longevity bonus to an employee who becomes eligible by October 1 of any year shall be due the subsequent December 1, except that an employee whose service with the City terminates for any reason between October 1 and December 1 of any year, shall be paid longevity bonus upon termination of his/her employment.

SECTION 7. Military Reserve Pay Supplement. For not to exceed ten (10) days in the calendar year January 1 through December 31, the City will pay an employee the difference, if any, between his/her pay while on full-time active duty with the Armed Forces Reserve or the National Guard, and the pay he/she would have received had he/she worked his/her scheduled hours during such time(s), provided that the employee gives to the department head prompt notice of such period(s) of duty and provides him/her evidence of his/her performance of such duty and of the payment he/she received therefore.

SECTION 8. Call In, Report Pay and On-Call Pay.

A. Call In or Report Pay. An employee who is scheduled for overtime in advance, called in or who is permitted to work without having been notified that work on the job for which he/she was scheduled is not available may, at the City's discretion, be sent home or be put to work on any job to which the City may assign him/her.



If the employee is put to work he/she shall be assured enough work to give him/her a minimum of three (3) hours pay at his/her applicable rate. If he/she is offered work and declines the offer, the City shall have no liability to him/her for any amount of call in or report pay. If no work is provided by the City, he/she will be paid for three (3) hours at his/her applicable rate.

The City shall have no liability to an employee for the premium provided in the section, or responsibility to offer him/her work, if he/she was absent when notice of lack of work was given or was attempted to be given.

Premium pay provided under this section shall not be due when the employee is not able to work because he/she is on sick leave, vacation leave, personal business, an excused absence, or in case work is not available due to an emergency such as fire, flood, explosion, storm, utility failure, equipment failure or breakdown, work stoppage, labor dispute, act of God, or any condition beyond the control of the City.

B. On-Call Pay. An employee assigned as a regular part of his/her duties to be available to return to duty within a specified period of time (on-call) shall remain available through a pre-arranged means of communication and shall respond within the specified time period. The employee shall be compensated at the rate of one (1) hour of straight time pay for each eight (8) hours of on-call duty, or major portion thereof which is greater than six (6), but only in the event that he/she is not required to return to duty.

SECTION 9. Retirement Pension. The City will continue to provide the retirement pension under the plan which has been in effect, information on which is available at the office of the City's Finance Director. The City reserves the right to substitute another means of providing this coverage, however the fundamental provisions of the plan and the benefits thereunder will not be reduced.

The City shall pay the employees' portion of the retirement cost.

A. Effective July 1, 1976, Section 292.21, Subsection (d) of the ordinance governing the Lansing City Employees Retirement System shall mean: "In the event a member with twenty-five (25) or more years of credited service retires on or after his/her attainment of age fifty-five (55) years, but before attainment of age sixty (60) years, his/her straight life retirement allowance provided in Subsection (a) of this section shall not be reduced one-half of one percent of his/her retirement allowance multiplied by the number of months, and fraction of a month, in the period from the date of his/her retirement to the date he/she would attain age sixty (60) years."

B. Mortality Tables Effective July 1, 1984, merged gender or unisex mortality tables shall be used in the calculation of retirement pension benefits for employees covered hereunder.

EFFECTIVE WITH THE 2004-2008 AGREEMENT RATIFICATION: The City will change the UAW bargaining unit to the use of the gender neutral tables (tables in general use by other ERS member unions) for purpose of the retirement calculation of spousal benefit. Employees who retire after this date shall be affected by this change.

C. Effective February 1, 1990, Section 292.21, Subsection (a) (2) of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five years, of the member's credited service multiplied by two and three-tenths percent (2.3%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and included in the member's straight life retirement allowance. Members shall not earn more than forty-five years of retirement service credit.

D. Effective February 1, 1991, Section 292.21, Subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and four-tenths per cent (2.4%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Members shall not earn in excess of forty-five (45) years of retirement service credit.

E. Effective February 1, 1992, Section 292.21, Subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35)

years, of the member's credited service multiplied by two and one half percent (2.5%) of the member's final average compensation. Credited service in excess of thirty-five (35) years and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and included in the member's straight life retirement allowance. Members shall not earn in excess of forty-five (45) years of retirement service credit.

F. Effective October 1, 1995, Section 292.20, Subsection (a) of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(a) Except as provided in subsection (b) or (c) [of Section 292.20] hereby any member who either has attained or attains the age of fifty-eight years and has eight or more years of credited service, or has attained or attains the age of fifty (50) years and has twenty-five or more years of credited service, may retire upon his or her written application to the Board of Trustees setting forth at what time, neither less than thirty days nor more than ninety days, subsequent to the execution and filing thereof, such member desires to be retired. Upon retirement, the member shall receive a retirement allowance, as provided in Section 292.21.

G. Effective March 1, 2001, Section 292.21, Subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and three quarters percent (2.75%) of the member's final average compensation. Credited service in excess of thirty-five (35) years and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and included in the member's straight life retirement allowance. Members shall not earn in excess of forty-five (45) years

of retirement service credit. The maximum pension allowance shall be equal to 100% of an employee's final average compensation.

Employees who retire prior to March 1, 2001 shall not be eligible for the increased multiplier.

H. Effective the first pay date after March 1, 2001, Section 292.35 Subsection (b), of the City of Lansing Ordinances covering the General Employees Retirement System, requires members of this bargaining unit to make a contribution, as follows:

(4) Each member's contribution shall be one and seven tenths percent (1.70%) of the member's annual compensation.

Employee contributions to the Employee Retirement System shall be pre-tax, utilizing the existing 414(h) provision.

I. The City agrees to request a costing to determine, for bargaining unit members and retirees, the: net asset, pension benefit obligation, percent funded, unfunded (overfunded) PBO annual covered payroll, unfunded PBO as a percentage of covered payroll, and investment earnings. The calculation for such accounting shall be as of December 31, 1998.

If the cost for this calculation exceeds ten thousand Dollars (\$10,000), the City is not obligated to proceed. However, if the cost exceeds ten thousand Dollars (\$10,000), the Union and the City shall meet to reevaluate the requested scope of service. An accredited actuarial valuation summary report shall be provided to the Union prior to September 1, 2003.

J. Effective October 2, 2000. A full time employee who is a member of the Employee Retirement System at the time he/she is placed on workers' compensation will receive up to one (1) year (lifetime maximum) of service credit at retirement for the period of time he/she was on workers' compensation, provided the employee retires under a regular age and service retirement with twenty (20) years of service for time actually worked. This benefit shall be applicable to time during which a full time employee was placed on worker's compensation, provided that such employee is full time and on the active payroll on or after October 2, 2000. Any benefit received under this provision shall be offset against any workers' compensation benefits he/she continues to receive and as allowed by law.

SECTION 10. Sick Leave. During the period of his/her absence from work due to his/her illness, injury, substance abuse treatment, or pregnancy, or serious illness of a child and/or spouse, and/or parent, an employee will be paid from his/her sick leave credit hereinafter provided for.

A. Notification. An employee who falls ill or is injured and who expects to be off work so as to use his/her sick leave with pay credit, must notify a supervisor in his/her department or designated location as promptly as is practicable under the circumstances but, in any event, not later than one (1) hour after his/her starting time. An employee working in a 24 hour operation must notify

a supervisor in his/her department or designated location as promptly as is practicable under the circumstances but, in any event not less than prior to the time he/she is scheduled to report for work. In exceptional circumstances the City may waive this requirement. His/her failure to do so may result in denial of his/her claim against sick leave.

B. Worker's Compensation Waiting Period. An employee's sick leave credit may be used to cover his/her "waiting period" under the Worker's Compensation Act and, thereafter, to make up the difference between his/her worker's compensation payments and his/her regular wage.

C. Physician's Certificate. The City may require a physician's certificate to confirm the reason for an absence from work for which an employee makes an illness or injury claim against his/her sick leave credit, if the absence occurs the day before or after a holiday, the day before or after a vacation period, or the day before or after his/her scheduled day(s) off.

D. Increments. Sick leave may be used in one (1) hour blocks.

SECTION 11. Sick Leave Credit. An employee shall be credited with 3.70 hours of sick leave with pay, upon completion of each bi-weekly pay period of service to a maximum accumulation of one-thousand four-hundred fifty-six (1,456 ) hours, which he/she may use as set forth in Sections 1, 10, 12, and 15 of this Article. Sick leave earned beyond the maximum cap of 1,456 hours shall be forfeited bi-weekly. No sick leave credit shall be earned by an employee during an unpaid leave of absence. No employee will forfeit any earned sick leave for unpaid absences of less than thirty (30) calendar days.

An employee or his/her beneficiary will be paid for one-half (1/2) of his/her unused accrued sick leave credit at the date of his/her retirement or death, not exceeding six-hundred eighty (680) hours. Sick leave credit paid out upon retirement or death shall not be included in final average compensation for retirement purposes. An employee who otherwise leaves the City's service may not cash in any part of his/her unused sick leave accrual when he/she leaves.

SECTION 12. Sick Leave Donation. Whenever an employee shall have exhausted all of his/her sick leave, vacation leave, accrued vacation leave, personal leave and compensatory time, the Union may make a written request to have its members donate sick time to the sick employees. All such requests shall be subject to the approval of the department head and the Director of Human Resources. In general, the following conditions apply:

A. Donations to an employee shall be limited to sixty (60) work days restricted to bargaining unit employees who have a non-occupational illness or injury.

B. If a determination is made that the illness or injury is of a permanent disability, the other provisions of this Agreement, including retirement, shall take effect and the employee shall not be entitled to further donations.

C. Donation of sick leave will not be considered as a sick leave occurrence by the donating employee for discipline purposes.

SECTION 13. Vacation Leave.

A. Eligibility and Allowances. A regular, full-time employee shall be eligible for a vacation, with pay, to be earned and available for use on a bi-weekly basis in the first pay period following one (1) year of service, as follows:

<u>SENIORITY</u>	<u>VACATION WITH PAY</u> <u>BI-WEEKLY EARNINGS/MAXIMUM CAP</u>
1 year through 5 years	3.08 hours/240 hours
beginning of year 6	3.40 hours/256 hours
beginning of year 7	3.70 hours/272 hours
beginning of year 8	4.00 hours/288 hours
beginning of year 9	4.32 hours/304 hours
beginning of year 10	4.62 hours/320 hours
beginning of year 11	4.94 hours/336 hours
beginning of year 12	5.24 hours/352 hours
beginning of year 13	5.54 hours/368 hours
beginning of year 14	5.86 hours/384 hours
beginning of year 15, And thereafter	6.16 hours/400 hours

Authorized vacation shall not exceed the maximum cap. Vacation earned in excess of the maximum cap shall be forfeited bi-weekly. No employee will forfeit any earned vacation leave for unpaid absences of less than thirty (30) calendar days.

An employee whose vacation period includes an authorized holiday shall have equivalent time added to his/her vacation period. No vacation leave shall be earned by an employee during an unpaid leave of absence.

B. Scheduling. Vacations will be scheduled at a time mutually agreeable to the employee and his/her Department Head at such time(s) as will least interfere with the efficient operation of the Department and with due regard for the expressed preference of the employee.

Vacation leave is expressed in work hours so that an employee who desires to may take vacation leave in minimum increments of one (1) hour.

If two (2) or more employees request the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the City's performance of its services, choice of vacation period shall be granted in seniority order of the employees involved.

C. Payment. Vacation pay shall be computed at the employee's regular, straight time rate of pay at the time the vacation is taken.

If an employee leaves the City's service before completing one (1) full year of service, no accrued vacation will be allowed. An employee who has served one (1) year or more shall be paid for any accrued vacation due, on leaving the City's service, at his/her regular, straight time rate of pay during his/her last pay period of active service for the City.

SECTION 14. Personal Leave. Each member of the bargaining unit, at the beginning of each calendar year, shall be entitled to time off with pay for two (2) personal leave days per calendar year provided that such employee shall submit a written request to his/her department head or his/her designee not later than the end of the employee's previously scheduled work shift.

In unusual or emergency situations, a written request to the department head or designee later than the end of the employee's previously scheduled work shift, shall not be unreasonably denied. When an employee requests personal leave and it is denied because of the operating needs of the City, such personal leave can be carried over to the next calendar year.

Personal leave may be taken in one (1) hour increments.

SECTION 15. Worker's Compensation. Pursuant to Michigan law, the City provides, at its sole expense, worker's compensation coverage for each employee covered by this Agreement.

A. Leave Time Usage for Wage Offset. An employee may use his/her accrued sick leave, vacation, or personal leave to cover the waiting period applicable under the Workers' Disability Compensation Act if any, and to offset the difference between his/her regular bi-weekly wages and the Workers' Compensation payment. Authorization for this use of leave benefits shall be granted, to the extent of accrued leave time, upon written notification of the employee's supervisor.

B. Leave Time Accrual. Any employee that is placed on Workers' Compensation Leave status following December 1, 1989 shall not accrue sick leave, vacation leave or personal leave after 104 weeks on Workers' Compensation.

C. Wage Service Credits. Employees on workers' compensation status shall continue to earn service credit toward step wage increases for the first thirty (30) calendar days of such leave; however, beginning on the thirty-first (31) calendar day, service credit accrual shall be interrupted until the employee's return to active service.

D. Retirement Service Credits. Effective October 2, 2000, a full time employee who is a member of the Employee Retirement System who is placed on workers' compensation will receive up to one (1) year (lifetime maximum) of service credit as referenced in and subject to the requirements specified in Section 9 J of this Article.

SECTION 16. Uniforms. The City shall provide uniforms for bargaining unit members that may include shirts (summer and winter), pants, and/or coveralls to fit specific operational needs or other factors. The City and the Union shall jointly determine the vendor who will supply the uniforms in order to ensure fitness and quality of the uniforms and service. Selection of the vendor shall be in compliance with the City's adopted purchasing ordinance and procedures. Either party may initiate a special conference to discuss variations in the uniform; but changes shall not be made without advance notice to the Union President and an opportunity for the Union's input.

All employees that are provided uniforms shall wear them unless excused by the appropriate supervisor. Employees provided uniforms shall be responsible for their reasonable care. Upon termination or transfer, uniforms shall be turned in, or the employee shall be responsible for the cost of replacement through payroll deduction. Employees shall not be held responsible for uniforms lost or misplaced by the vendor. However, if employees do not report a shortage by the end of the work day following the employee's receipt of delivery, it shall be assumed that the employee received the correct number of uniforms.

SECTION 17. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to bargaining unit members, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to implement a Deferred Compensation Plan which is made available to other City employees.

The City shall have the sole discretion in changing vendors, changing administration of the Plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days notice to the Union.

Employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be borne by the employees participating in the Deferred Compensation Plan.

SECTION 18. Sickness and Accident Insurance. The City will initially implement a twenty-six (26) week sickness and accident policy proposed by the UAW Local 2256 (with a fifteen [15] month guaranteed premium) as soon as practicable after February 1, 1987, subject to possible change of carrier but changes limited to comparable terms. There will be no retirement service credit, sick leave, vacation leave or personal leave accrual while on Sickness and Accident Leave status.

As soon as reasonably possible after December 1, 1989, the City shall provide, a twenty-six (26) week sickness and accident policy, the terms of which shall include a benefit beginning on the eighth (8) day following accidents and the fifteenth (15) day following illnesses. The bi-weekly



benefit shall be 66 2/3's percent of the employee's bi-weekly wage, maximum bi-weekly benefit \$1,000.00.

Employees on sickness and accident leave status shall continue to earn service credit toward wage step increases for the first thirty (30) days of such leave; however, beginning on the thirty-first (31) calendar day, service credit accrual for wage increases shall be interrupted until the employee's return to active service. Where applicable, Family and Medical Leave shall run in concurrence with Sickness and Accident Insurance, per Article 11, Section 3.

SECTION 19. Medical and Dependent Care Reimbursement Account. The City agrees to implement an IRS approved plan following ratification of the 2000 Agreement, which allows employees to pay for medical insurance premiums, unreimbursed medical expenses, and dependent care costs with pre-tax Dollars. Any costs charged by the third party administrator shall be borne by the employee.

## ARTICLE 11

### LEAVES OF ABSENCE

SECTION 1. Military Service Leave. The City and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and decisions of the Courts. Application for military service leave shall be made to the department head. Such leave shall be without pay.

SECTION 2. Personal Business Leave. An employee shall have the right to make application, in writing, to the department head for a leave of absence of one (1) calendar month or less, for reasons of persuasive nature which he/she shall state in his/her application. Granting of such leave shall be in the City's discretion, subject to appeal of a denial beginning at Step 3 of the grievance procedure.

Extension of a personal business leave of absence may be granted, in the City's discretion, subject to appeal of a denial to the grievance procedure at Step 3, for a further period or periods, to a total period of leave of not to exceed three (3) calendar months if:

The reason is illness or injury in the employee's immediate family (spouse, child, or other family member residing in the same household and dependent to the extent that a Federal income tax exemption, in the most recent year of filing, was claimed by a member of the household). The employee furnishes to the department head a physician's written opinion that it would be advisable for the employee to be at home to attend the ill or injured family member.

During a personal business leave (including any extension or extensions of a personal business leave), seniority shall be retained and shall be accumulated. An employee shall be paid from, and to the extent of, his/her sick leave credit, for any period of personal business leave due to illness or injury in his/her immediate family, but an employee shall not otherwise be paid during a personal business leave.

There shall be no fringe benefit entitlement after the first thirty (30) days of such leave, except that health insurance coverage shall continue at the City's expense for the first ninety (90) days of such leave. Health insurance may be continued thereafter by the employee by making arrangements with the Finance Department to make payment therefore. Service credit toward wage step increases shall not accrue after the first thirty (30) days of such leave.

Nothing in this Agreement shall abrogate an employee's rights under the Family and Medical Leave Act (FMLA).

SECTION 3. Family and Medical Leave. The City requires that any accrued leave time (vacation, sick, or personal leave time) must be used for FMLA leave prior to authorizing unpaid FMLA leave time for all or part of any FMLA relating to: birth; placement of a child for adoption or foster care; or care for a spouse, child or parent who has a serious health condition; or for the employee's own serious health condition. However, if an employee is utilizing his/her Sick & Accident benefit, in accordance with this bargaining Agreement, the employee is only required to use his/her accrued leave time to cover the wait period appropriate to his/her qualifying event, which is a seven (7) day wait period for an employee's injury or a fourteen (14) day wait period for an employee's illness, pursuant to the Sick and Accident Plan. In the event that the employee has exhausted his/her accrued leave time prior to covering the wait period, he/she will be on an unpaid status that will continue to count against his/her FMLA entitlement.

SECTION 4. Special Sick Leave Without Pay. A regular full-time employee with at least two (2) years of seniority who is ill or suffers an injury and who has exhausted his/her sick leave, personal leave, and vacation, shall be granted a special sick leave of absence. Application for special sick leave shall be made to the department head, and shall be supported by evidence from the employee's physician that is satisfactory to the City that the employee is incapable of performing his/her customary duties or other duties that are available and the anticipated length of disability.

If illness continues beyond one hundred twenty (120) days, extension(s) of special sick leave shall be granted on the employee's application similarly supported by a physician statement, in increments of one hundred twenty (120) days.

All special sick leaves of absence are without pay and benefits, except that hospital, medical and surgical insurance as provided in Article 10, Section 3, shall be continued during the period of special sick leave. Seniority does not accrue after the first thirty (30) days of such absence. Employees may pay to continue life insurance coverage throughout the Special Sick Leave of Absence by making appropriate arrangements through the Finance Department.

An employee who is on special sick leave for a total of one (1) year shall be terminated as a voluntary resignation.

An employee desiring to return to work from a special sick leave of absence shall be required by the City to furnish a statement from the City physician that he/she has adequately recuperated and is fit to return to the work to which he/she will be assigned, if he/she underwent surgery while on special sick leave or if he/she was on special sick leave more than one (1) month.

SECTION 5. Union Business Leave.

A. An employee covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence, without pay, for his/her term of office and any subsequent terms, but not more than two (2) years. Request for such leave shall be submitted to the Labor Relations Manager by any officer of the Union.

B. Any other Union business leave of absence shall be granted, for the period of service for the Union, provided, however, that not more than two (2) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit the City adequate time to cover the work of the employee(s) for whom leave is required. A request for such leave for Union business shall be in writing, shall be submitted by the President of the Union to the City's Labor Relations Manager and shall state the specific purpose for which leave is requested. A total of not more than ten (10) days of such Union business leave(s) time shall be paid by the City per year (July 1 through June 30 of the following calendar year); Union business leave shall otherwise be without pay.

SECTION 6. Leaves of Absence and Loss of Seniority-General. An employee who gives false reason for obtaining a leave of absence, or who accepts employment elsewhere while on a leave of absence (other than a Union business, or military reserve or service leave), or who is self-employed for the purpose of making a profit during a leave, shall cease to have seniority and his/her name shall be removed from the seniority list.

An employee who fails to report for work at his/her starting time on his/her first work day after expiration of a leave of absence shall cease to have seniority and his/her name shall be removed from the seniority list. However, if the employee's failure to report is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the City's Director of Human Resources by telegram or by registered or receipted mail, received prior to the above deadline. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated upon request of the Director of Human Resources, to his/her satisfaction, the City may determine that the employee's loss of seniority shall stand, and the employee may appeal the City's determination to the grievance procedure, beginning at Step 3.

ARTICLE 12

SOLID WASTE OPERATION

SECTION 1. Scheduled Holidays. Any week containing a City observed holiday will have the collection day after the holiday shifted to one (1) day later, including Saturday. Because of the three (3) weeks containing two (2) holidays each, employees in the Solid Waste Operators will be required to work on three (3) holidays.

A. Three (3) holidays will be regularly scheduled work days:

New Year's Eve Day  
Day After Thanksgiving  
Christmas Eve Day

B. Employees in the Solid Waste Operation will be granted one (1) eight (8) hour floating personal holiday for each of the above holidays they work. Employees who request days off shall receive preference granted by seniority and shall be granted said days off within three (3) weeks of their notice to the City to take the days off. In addition, such an employee who works on such a holiday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for such hours worked.

C. Nine (9) Saturdays will be designated as regularly scheduled work days, compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay if such hours worked result in the employee working overtime as defined by the contract.

D. Overtime distribution will be pursuant to Article 9, Section 1 (E) of the contract.

SECTION 2. Work Procedures. Employees in the Refuse Operation will be permitted to leave work before the end of their assigned shift and be compensated for the entire shift provided that:

A. All refuse routes are completed.

B. Cleaning and maintenance of equipment is completed.

C. Employees will not be permitted to leave before 12:00 noon.

D. In the event there is an increase in missed pickups or citizen complaints attributable to the employees, the City shall meet with UAW representatives to correct the problem. In the event complaints persist related to the work of the employees involved, the benefit may be suspended.

E. The above provisions shall be applied to bulk route pickup employees in the Refuse Operation as a separate work function when the bulk truck routes are completed, unless Solid Waste

Operators are asked to assist on the refuse routes.

SECTION 3. Backup Solid Waste Operators. The parties agree that there shall be five (5) back-up Solid Waste Operators who must work that classification for one (1) year.

Considerations for full-time vacant Solid Waste Operators (400) positions shall be given to the senior qualified bidder in the following priority order:

- A. Full-time, regular employees who have held a permanent or Backup Solid Waste Operator position for at least one year;
- B. Other full-time, regular employees;
- C. Seasonal employees who have been backup Solid Waste Operators for at least one season;
- D. Other seasonal employees;
- E. Part-time employees.

Each season the five (5) most senior, qualified seasonals expressing a desire upon recall to be trained as a Backup Solid Waste Operator will be offered such training. As a condition of receiving the training, these employees shall be assigned to work that season in the Operations and Maintenance Division.

## ARTICLE 13

### PART-TIME EMPLOYEES

SECTION 1. Definition. Part-time employees are employees who perform bargaining unit work and who ordinarily work less than forty (40) hours per week. Casual employees are part-time employees who ordinarily work less than twenty (20) hours in a two (2) week period, are not subject to the collective bargaining agreement, and are not represented by the Union; provided, that the City shall not employ more than five (5) casual employees doing bargaining unit work at any time.

SECTION 2. Representation. Part-time employees (other than casual) shall be represented by the Union.

SECTION 3. Non-Economic Provisions. Part-time employees will be covered by the non-economic provisions of this Agreement, except as specified in this Article.

SECTION 4. Classifications. Part-time employees may perform bargaining unit work only in one of the following classifications:

Parking Revenue Collector  
Security Employee  
Park Caretaker

Further, part-time employees shall not perform such work in the above classifications while any full-time employee, either in the same classification or performing the same work in the same department, is laid off; unless the full-time employee in the same classification or performing the same work was displaced by a more senior full-time employee through the bumping process.

SECTION 5. Seniority.

A. Part-time employees shall accrue seniority at one-half (50%) of that of a full-time employee, as provided in Article 5, Section 1; provided, periods longer than one (1) calendar year for which the part-time employee is eligible for Worker's Compensation benefits shall not be counted toward seniority accrual.

B. Part-time employees will be awarded seniority status and their probationary period will end after working five hundred twenty (520) hours.

C. During layoffs and leaves of absence, part-time employees will not earn seniority, but will retain the seniority previously earned.

D. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

SECTION 6. Application of Seniority. Part-time employees' seniority may be used as follows:

A. Full-time Job Openings. In job bidding for full-time positions, except Parking Revenue Collector, they shall be posted and filled as follows:

1. Full-time employees
2. Seasonal employees
3. Part-time employees

In job bidding for full-time Parking Revenue Collector I positions, they shall be posted and filled as follows:

1. Full-time employees
2. Part-time Parking Revenue Collectors
3. Seasonal employees
4. Other part-time employees

Selection of part-time employees to fill full-time positions, provided the bidding employee has the necessary qualifications, shall be based on seniority with the senior employee being given the job.

B. Transfer Into Full-Time Positions.

1. Part-time employees who are permanently transferred into full-time positions shall have their part-time seniority added to their regular seniority for purposes of vacation eligibility and allowance, longevity bonus, Article 6 provisions, layoff and recall, and health insurance.
2. Part-time employees who are permanently transferred into full-time positions shall start on the salary schedule at the starting rate for the full-time classification, irrespective of seniority acquired as a part-time employee.

C. Layoff. If it becomes necessary to have a layoff of part-time employees, the following procedure shall apply:

1. Within thirty (30) days before implementation of a layoff, the Union shall be notified of the pending layoff. The Union and the City shall meet within five (5) days after notice is received by the Union to identify the positions anticipated to be affected by the layoff, and to discuss special issues, if any, which were not anticipated when the layoff procedure was negotiated. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of the layoff.
2. Probationary employees within the affected positions shall be laid off first, followed by seniority employees in inverse order of seniority.
3. Part-time employees displaced by layoff shall have the following options:
  - (a). The laid off employee shall accept placement in a part-time vacancy for which he/she is qualified.
  - (b). If such a part-time vacancy does not exist, the laid off employee shall bump the least senior part-time employee occupying another part-time position for which he/she is qualified, if such a position exists, and be paid at the rate of the position to which he/she bumps;

- (c). After vacant seasonal positions have been offered to seniority seasonal employees, the laid off part-time employee may accept an offer of a vacant seasonal position and transfer his/her seniority. Upon acceptance of such a position, the employee shall be paid at the seasonal rate and lose recall rights to future part-time vacancies.
- (d). The laid off part-time employee may bid on any vacant full-time or seasonal position. Upon acceptance of such a position, the part-time employee's seniority shall be transferred, he/she will be paid at the applicable full-time or seasonal rate and lose recall rights to future part-time vacancies.

D. Recall. A laid off part-time employee shall retain his/her seniority for recall to a part-time position for which he/she is qualified for two (2) years, or until he/she accepts other employment with the City, whichever occurs first. Recall procedures shall be established by the City, with the most senior employee being recalled first. A copy of the recall procedures will be provided to the Union.

E. Transfer to Seasonal Laborer I. The City shall post, for a single three (3) day period, notice of Seasonal Laborer I vacancies, consideration for which shall be given to Union members currently working in part-time positions. Selection of part-time employees for seasonal vacancies shall be based on seniority with the part-time senior employee being given the job if qualified. Placement of employees in this group shall be made after all seasonal laborers with established seniority are recalled. Part-time employees who transfer to a seasonal laborer position shall be credited the seniority earned during their part-time employment status (as computed in Section 5[A] above) toward seasonal seniority, and shall give up any preference to return to a part-time position based upon previously earned part-time seniority or part-time employment status. After consideration or placement as a seasonal laborer has been given to part-time employees, the City shall fill any remaining seasonal laborer vacancies using established personnel procedures.

SECTION 7. Paid Time Off ("PTO"). Effective October 1, 1987, seniority part-time employees shall be paid for time off, PROVIDED, advance approval is obtained as follows:

1st year employee	8 hours
2nd year employee	16 hours
3rd or later year employee	24 hours

PTO may be used in increments of no less than one (1) hour, and must be used between October 1 of the year accrued and September 30 of the following year (or lost).

SECTION 8. Wages. The wage rate for part-time employees other than Park Caretakers (and including full-time Parking Revenue Collectors) hired on or before November 30, 1989, shall be equal to 95% of pay level 100, step 1.

The base wage for part-time employees other than Park Caretakers hired on or after December 1,



1989 shall equal ninety percent (90%) of the starting wage rate for classification level 100, step 1.

The wage rate for Park Caretakers hired on or before November 30, 1989 shall be equal to 90% of pay level 300, step 2.

The wage rate for Park Caretakers hired on or after December 1, 1989 shall equal ninety percent (90%) of the starting wage rate for pay level 200, step 1.

SECTION 9. Part-time Employees/Hospital, Medical, and Surgical Insurance. Part-time employees, after completion of the probationary period as specified in Article 5, Section 3, shall be allowed to purchase hospital, medical and surgical insurance as provided for in Article 10, Section 3, through payroll deduction or by direct payment to the City.

SECTION 10. Part-Time Employees/Dental Insurance. Part-time employees, after completion of the probationary period as specified in Article 13, Section 5 B, shall be allowed to purchase dental insurance as provided for in Article 10, Section 3 G through payroll deduction.

SECTION 11. Parking. Part-time employees who report for work in the central business district, shall be eligible for either a parking or bus transportation subsidy, as provided in Article 20 of the Agreement.

SECTION 12. Uniforms. The City shall provide uniforms, as provided in Article 10, Section 16 of the Agreement.

SECTION 13. Bereavement Time, With Pay. At the time of the death of a current spouse, child, parent or parent of a current spouse, an employee may use a maximum of the next three (3) work days with pay, not to be deducted from the accumulated paid time off bank ("PTO"). The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may withhold payment if the employee did not make proper request for leave, prior to taking the time off, so that his/her work would be covered during the absence.

SECTION 14. Holiday Pay. Seniority part time employees shall be paid for all recognized holidays in this Agreement at the rate of four (4) hours per day. Any part time employee who works on a recognized holiday within this Agreement shall be paid, in addition to holiday pay, time and one half for all hours worked.

SECTION 15. Jury Duty or Witness Pay Supplement. During the period when part-time employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, in a legal action to which the part-time employee is not a party, he/she shall receive the pay the part-time employee would have received had he/she worked his/her scheduled shift(s) during his/her period of jury duty or witness service provided that the part-time employee gives to his/her Department Head or his/her designee prompt notice of his/her call for jury duty or witness service and remits to the City all jury member or witness fee payments other than

travel allowances received by the part-time employee for said service.

SECTION 16. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to part time employees, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to implement a Deferred Compensation Plan which is made available to other City employees.

The City shall have the sole discretion in changing vendors, changing administration of the plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days notice to the Union.

Part time employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be borne by the employees participating in the Deferred Compensation Plan.

SECTION 17. Overtime. Part time employees who work more than forty (40) hours per workweek shall be compensated at a rate of one hundred fifty-two percent (152%) of the employee's regular hourly wage rate for hours more than forty (40) in a workweek.

SECTION 18. Work Breaks. Part time employees who work four (4) hours or more shall be granted one fifteen (15) minute work break. Part time employees who work eight (8) hours or more will receive a second fifteen (15) minute work break during the second four (4) hours of their work day. Breaks shall be scheduled by the employee's supervisor consistent with current practice.

SECTION 19. Clean-Up Time. Each department has established its own policy for clean-up time before lunch and before quitting time for employees covered under this Collective Bargaining Agreement. However, in no event shall part time employees covered hereby be provided less than five (5) minutes clean-up time before lunch and before quitting time.

## ARTICLE 14

### SEASONAL EMPLOYEES

SECTION 1. Definition. Seasonal employees are employees who perform bargaining unit work who generally work during the March through November period, and who generally work full-time (forty [40] hours per workweek) but not a full year. A seasonal employee is one who is used to

perform seasonal work to assist the regular work force. They will continue to perform work as in the past (including work by what were previously called "temporary employees").

SECTION 2. Representation. Seasonal employees will be represented by the Union.

SECTION 3. Non-Economic Provisions. Seasonal employees will be covered by the non-economic provisions of this Agreement, except as specified in this Article.

SECTION 4. Classification. Seasonal employees will be classified as Seasonal Laborer I and shall perform bargaining unit work only in that classification.

SECTION 5. Seniority.

A. Seniority shall be based upon total calendar days of employment with the City, from the date of hire to the date of termination, regardless of the number of actual days worked. Seniority from previous years, commencing with July 1, 1982, shall be considered in determining the rankings on the departmental seniority rosters except for the Parks and Recreation Department (see Section 6, C of this Article). Provided, periods longer than one (1) calendar year for which a seasonal employee is eligible for worker's compensation benefits shall not be counted toward seasonal seniority accrual.

B. Seasonal employees will be subject to the probationary period specified in Article 5, Section 3.

C. During layoffs and leaves of absence, seasonal seniority shall not accrue, but the amount previously earned shall be retained.

D. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

E. Seasonal employees who do not obtain seniority during their initial work season, if offered employment within the next nine (9) months, shall be credited with total days earned from their first day of work, if the total number of days combined equals or exceeds 120 calendar days.

SECTION 6. Application of Seniority.

A. Full-time Job Openings. Seasonal employees' seniority may be used as follows: To be considered for full-time positions, after the full-time employees have been granted first opportunity. Selection of seasonal employees to fill full-time positions, provided the bidding employee has the necessary qualifications, shall be based on seniority with the senior employee being given the job.

B. Transfer into Full-Time Positions.

1. Seasonal employees who are permanently transferred into full-time positions will

have their seasonal seniority added to their regular seniority for purpose of vacation eligibility and allowances, longevity, Article 6 provisions, layoff and recall, and health insurance.

2. Seasonal employees who are permanently transferred into full-time positions shall start on the salary schedule at the starting rate for the full-time classification, irrespective of seniority acquired as a seasonal.

C. Parks & Recreation Department Seasonal Work Group Assignments and Transfers.

1. Beginning of Season Job Assignments. This provision applies at the beginning of the season when the City determines that vacancies are to be filled for seasonal positions in the Parks & Recreation Department work groups. When such vacancies are filled, seasonal employees may choose the work group to which they will be assigned based upon seniority.

2. This provision applies during a work season when the City determines that vacancies are to be filled for seasonal positions in Parks & Recreation Department work groups. When such vacancies are filled, the City will first offer the position to seasonal employees within the same work group based upon seniority. If a vacancy remains unfilled, then the City will offer the position to seasonal employees in other Parks & Recreation Department work groups based upon seniority.

D. Layoff. The following procedure shall apply to the layoff of seasonal employees:

1. Seasonal employees shall have at least fourteen (14) calendar days' notice of layoff.
2. Probationary seasonal employees within the affected department, except for the Parks & Recreation Department (see Section 6, C of this Article) shall be terminated first, followed by the layoff of seniority employees in inverse order of seniority.

E. Recall. A seniority seasonal employee shall retain recall rights until the first of the following occurs:

1. The employee is recalled by seniority order to the department, except for the Parks & Recreation Department (see Section 6, C of this Article) in which most recently employed;
2. The employee transfers to a full-time position for which he/she has bid. Recall procedures shall be established by the City, with the most senior employee being recalled first. A copy of the recall procedures will be provided to the Union.

SECTION 7. Paid Time Off ("PTO"). Effective July 1, 1987, seniority seasonals shall be paid for time off as follows, PROVIDED, advance approval is obtained:

2nd year employee	24 hours
3rd or later year employee	32 hours

PTO shall be credited to eligible employees upon recall each year after July 1, 1987. PTO may be used in increments of no less Than one (1) hour, and must be used during the season accrued (or lost).

SECTION 8. Seasonal Report Pay. Effective February 1, 1987, seniority seasonals shall be eligible for and shall receive three (3) hours of report pay if they report on time for work, but are sent home prior to the end of the third hour of the scheduled shift.

SECTION 9. Wages. The wage rate for seasonals hired on or before November 30, 1989, shall be equal to 90% of pay level 300, step 2 flat rate.

The wage rate for seasonal employees hired on or after December 1, 1989 shall equal ninety percent (90%) of the starting wage rate for pay level 200 step 1 flat rate.

SECTION 10. Seasonal Employees/Hospital, Medical, and Surgical Insurance. Seasonal employees, after completion of the probationary period as specified in Article 5, Section 3, shall be allowed to purchase hospital, medical and surgical insurance as provided for in Article 10, Section 3, through payroll deduction or by direct payment to the City.

SECTION 11. Parking. Seasonal employees who report for work in the central business district, shall be eligible for either parking or bus transportation subsidy as provided in Article 20 of the Agreement.

SECTION 12. Uniforms. The City shall provide uniforms for bargaining unit employees as determined pursuant to Article 10, Section 16. Employees that are provided uniforms shall be required to wear them, and shall be responsible for their reasonable care. Upon termination, layoff or transfer, uniforms shall be turned in, or the employee shall be responsible for the cost of replacement through payroll deduction. Employees shall not be held responsible for uniforms lost or misplaced by the vendor.

SECTION 13. Bereavement Time, With Pay. At the time of the death of a current spouse, child, parent or parent of a current spouse, an employee may use a maximum of the next three (3) work days with pay, not to be deducted from the accumulated paid time off bank ("PTO"). The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may

withhold payment if the employee did not make proper request for leave, prior to taking the time off, so that his/her work would be covered during the absence.

SECTION 14. Jury Duty or Witness Pay Supplement. During the period when a seasonal employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, in a legal action to which the seasonal employee is not a party, he/she shall receive the pay the seasonal employee would have received had he/she worked his/her scheduled shift(s) during his/her period of jury duty or witness service provided that the seasonal employee gives to his/her Department Head or his/her designee prompt notice of his/her call for jury duty or witness service and remits to the City all jury member or witness fee payments other than travel allowances received by the seasonal employee for said service.

SECTION 15. Holidays. A seniority seasonal employee on the active payroll shall be paid for all holidays recognized in Article 10, Section 2, provided that he/she is not on layoff status, and he/she works or is paid pursuant to this Agreement, the full period of his/her last scheduled work day prior to, and his/her next scheduled work day following the holiday.

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be so observed as the holiday, excepting that, whenever State or Federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

A seniority seasonal employee who works any of the holidays designated above shall receive time and one-half (1-1/2) the seasonal employee's hourly rate of pay for all hours worked in addition to holiday pay.

SECTION 16. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to seasonal employees, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to implement a Deferred Compensation Plan which is made available to other City employees.

The City shall have the sole discretion in changing vendors, changing administration of the plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days notice to the Union.

Seasonal employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be

borne by the employees participating in the Deferred Compensation Plan.

SECTION 17. Hours of Work.

A. The Normal Work Week and Work Day. Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the regular hourly rate shall be paid as set forth in Appendix A of this Agreement. No seasonal employee shall have his/her work week schedule altered for the purpose of avoiding the payment of overtime. No seasonal employee shall be required to work on his/her scheduled day off in lieu of his/her scheduled work day. Nothing herein shall be construed as meaning that any seasonal employee shall receive overtime pay for Saturday and Sunday work unless such work is performed according to B and/or C of this Section. Provided, this Section shall not be construed to prevent the implementation of special shift arrangements in operational units different from the above, which incorporates the concepts of core time, compressed time or flexible work schedules, where the change is initiated by the Labor Relations Manager in writing and approved by the Union President.

B. Overtime - Time and One-Half. Time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to holiday pay therefore), shall be compensated for at the rate of one and one-half (computed at one hundred fifty-two [152%] percent) times the seasonal employee's regular hourly rate of pay, exclusive of shift or premium pay. Seasonal employees working on six (6) continuous day operations will receive one and one-half (computed at one hundred fifty-two [152%] percent) times the seasonal employee's regular hourly rate of pay for all hours worked on the sixth (6th) day, if he/she has worked forty (40) hours on the previous five (5) days of the seasonal employee's work week.

C. Overtime - Double Time. Double time will be paid for all hours worked on Sunday, except for seasonal employees working on seven (7) continuous day operations who will receive double time for all hours worked on the seventh (7th) day of the seasonal employee's work week.

D. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid time off leave days shall be considered as days worked. For the purpose of computing overtime work on Saturday or sixth (6th) day, and Sunday or seventh (7th) day, the normal starting time of each seasonal employee's regular shift shall be used for the twenty-four (24) hour period on Saturday or sixth (6th) day, and the twenty-four (24) hour period on Sunday or seventh (7th) day, to define B and C of this Section 17. In no case shall any seasonal employee be paid for any time not actually worked.

E. Distribution of Overtime. When overtime is required, it shall be approved by the seasonal employee's immediate supervisor, and it shall be equalized as nearly as practical among seasonal employees holding like job classifications within a single departmental division, or among seasonal employees holding classifications within a negotiated division or section equalization group. An up-to-date equalization chart showing overtime hours (recorded in a manner to reflect the applicable time and a half or double time rate) will be posted weekly in a prominent place in each departmental division. This equalization chart shall be kept on a continuous basis and may be jointly

Reviewed from time to time as necessary by special conference as provided by Article 16, Section 9 of this Agreement. This chart may be replaced monthly, but when it is, the accumulated number of overtime hours will be carried forward to the chart next posted. However, on January 1<sup>st</sup> each calendar year, the hours of the seasonal employee who has the fewest hours on the equalization of hours (E.O.H.) chart shall be reduced to zero (0). The hours of all other seasonal employees within the same E.O.H. group shall be reduced by an amount equal to that which the seasonal employee with the least hours was reduced.

Whenever overtime is required of seasonal employees, the person with the least number of overtime hours in that classification within a single departmental division or negotiated equalization group will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the seasonal employee was unavailable or did not choose to work, will be charged the average number of overtime hours of the seasonal employees working during that period. Seasonal employees newly entered in a group as a new hire, or a transferred seasonal employee shall be credited with the highest number of hours of the equalization group which he/she enters.

F. Work Breaks. A seasonal employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by his/her immediate supervisor, consistent with current practices.

G. Night Premium. Seasonal employees who work between 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, seventy five cents (\$.75) per hour night premium. This shift premium does not apply to seasonal employees working overtime.

Seasonal employees at the Wastewater Treatment Plant are eligible for shift differential for their entire shift provided that at least part of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the seasonal employee receives overtime.

Seasonal employees outside the Wastewater Treatment Plant shall also be eligible for shift differential for their entire shift, provided that at least four (4) hours of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the seasonal employee receives overtime.

H. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week under any of the terms of this Section. It is the intent of the parties through this provision to ensure that a seasonal employee is paid the single, best applicable wage premium. For example, a seasonal employee working overtime on the night shift shall be paid the applicable overtime rate but not the night shift premium.

I. General. The foregoing provisions of this Section 17 are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work.



J. Computation of Pay. Seasonal employees who report late for work or who leave work early, or who work overtime shall have all such hours computed for pay purposes to the nearest one tenth of an hour including any fraction thereof.

K. Clean-Up Time. Each department has established its own policy for clean-up time before lunch and before quitting time for employees covered under this collective bargaining agreement. However, in no event shall seasonal employees covered hereby be provided less than five (5) minutes clean-up time before lunch and before quitting time.

## ARTICLE 15

### HUMANITARIAN ASSIGNMENTS

The City's goal in regard to injured employees is to ensure that no employee is forced to leave the City's workforce solely by reason of acquired disability so long as the employee's disability may be reasonably accommodated to continue employment by the City. The City of Lansing will assist individuals who become disabled or otherwise acquire disability status while employees of the City, to maintain their employment by exploring the following options:

- A. A return to work at the same job.
- B. A return to work at the same job, with accommodations.
- C. A return to work at a different job.
- D. A return to work at a different job, with accommodations.

The employee may be transferred to one (1) or more vacant positions, at the same or lower classification, he/she is capable of performing, without regard to the job posting or seniority provisions of this Agreement.

In the event two (2) employees simultaneously suffer from a disability, one of which was work related and one not work related, preference shall be given to the employee with a work related disability. The affected employee shall be placed on the salary schedule of the vacant position commensurate with, or closest to, the employee's wage rate prior to disability status, and shall continue to receive all benefits under the Agreement. The City's Disability Reasonable Accommodation Policy and Policy to Assist Employees Who Become disabled is included herein and made a part of this Agreement.

The City of Lansing will work with appropriate medical and rehabilitation personnel to assure that individuals who return to work do so at minimum risk to their health and at maximum utilization of their work skills and abilities.

## ARTICLE 16

### MISCELLANEOUS

SECTION 1. Addresses and Telephone Number of Employees. Each employee covered hereby, whether on or off the active payroll, must keep the City currently advised of his/her correct mailing address and of his/her telephone number, if any.

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the changes on the form available at the Personnel Office and returns such form there, duly completed. The City shall give the employee a receipt for his/her notice of change of address or of telephone number, at the time he/she turns in such notice.

In the case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Director of Human Resources, City of Lansing, 124 W. Michigan Avenue, Lansing, Michigan 48933."

The City shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for his/her failure to give notice which arises from his/her not following the procedures above.

The employee is encouraged to provide his/her new telephone number to the departmental division immediately after it is effective. The City shall not be responsible for the consequences of any failure to reach the employee by telephone for an overtime assignment within one calendar week of it being provided to the Department of Human Resources, if the employee has not also provided it to the division by the date of the offer of overtime.

SECTION 2. Aid to Other Unions. The City 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.

SECTION 3. Anti-Discrimination. The City and the Union agrees that all provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, national origin, marital status, dependents, sex, age, sexual orientation or other statutorily protected status, and the Union agrees that it will not exclude any employee covered hereby from membership for the above.

It is the continuing policy and recognized obligation of the City and the Union that the

provisions of the agreement shall be applied fairly and in accordance with those federal and state employment laws relating to equal employment opportunity. Each party agrees to advise the other of equal employment opportunity problems of which they are aware. The City and the Union will jointly seek solutions to such problems through the procedures and programs provided in this agreement. Furthermore, the City and the Union will take necessary action to promote goals and objectives of equal employment opportunities. In this vein, the City and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination in accordance with state and federal law.

In accordance with the above, the Union and the City shall establish a Joint Labor-Management Committee that reflects the diversity of the community in order to ensure that protected group members have equal access to employment opportunities with the City of Lansing UAW, Local 2256.

The committee shall:

A. working with the Affirmative Action Officer and Director of Human Resources of the City, review and analyze the workforce composition of the department to determine if protected group members are underutilized within the department;

B. review the selection process to determine what impact, if any, existing practices in position descriptions, position titles, application forms, interview procedures, testing administration and testing validity have on recruiting, hiring and promoting protected group members;

C. recommend changes in any of these practices which create a barrier to recruiting, hiring and promoting protected group members;

D. develop an outreach and recruitment program with the City's Affirmative Action Officer and Director of Human Resources;

E. establish annual goals for recruiting, hiring and promoting protected class members.

The City of Lansing agrees to indemnify and save harmless the Lansing UAW Local 2256 Union from and against all claims or suits.

Whenever there is an open or vacated position, the City shall not promulgate any necessary qualifications or tests which would unreasonably prohibit promotional opportunities for members of minority groups or other protected classes within the bargaining unit.

SECTION 4. Bulletin Boards. The City will provide bulletin boards at appropriate locations, which may be used by the Union for posting notices of the following types:

Meetings of the Union  
Union Elections

Results of Union Elections  
Union Recreational and Social Events

Other types of notices shall not be posted unless approved by the City's Director of Human Resources.

SECTION 5. Effect of this Agreement. This Agreement supersedes any past practice and it supersedes any previous agreement, verbal or written, between any of the parties hereto or between any of them and any employee(s) covered hereby. PROVIDED, effective February 1, 1987, all Letters of Agreement or Memoranda of Understanding shall state a termination date or shall be presumed to be effective for the terms of the collective bargaining agreement then in existence.

SECTION 6. Effect of Invalidity of Provision of this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory solution for such provision. The negotiations shall be preceded by written notice and shall be limited to the impacted provision only.

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law and State Law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal Law or State Law are paramount and shall prevail.

SECTION 7. Health and Safety. The City agrees to maintain sanitary, safe and healthful working conditions, to equip machinery which it considers hazardous with safety devices, to maintain precautions against exposure to occupational diseases, and to furnish, without cost to the employees, such safety equipment as may reasonably be needed by the employee for the safe performance of his/her job.

An employee covered hereby, in the performance of his/her job, shall at all times use safety devices and equipment which may be furnished to him/her hereunder, and will comply with any safety, sanitary or fire regulations issued by the City, subject to his/her right to resort to the grievance procedure to question the reasonableness of any such regulation. Such request must be made within seven (7) days after any change has been made or the Union waives its right to grieve concerning the reasonableness of any such rule.

SECTION 8. Safety Committee. The President of the Union shall be a member of the City's safety committee. He/she shall be excused from him/her job with pay, providing he/she receives the written approval from his/her immediate supervisor before he/she leaves his/her work station, to attend each scheduled safety committee meeting each month, including one-half (1/2) hour prior to and one-half (1/2) hour after the safety committee meeting is over.

SECTION 9. Special Conferences. (Living Agreement). Special conferences apart from the grievance procedure, for matters considered important by either the Union or the City may be

arranged by mutual agreement between the Union President and the City's Labor Relations Manager. Such meetings shall be attended by such representatives of the parties as each, reasonably and sensibly, deems useful to the discussion. Arrangement for the date, time and place of such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the request for it is made. Matters taken up in special conference shall be confined to those included in the agenda. The members of the union attending such a special conference shall not lose time or pay for time so spent from his/her report station, including one-half (½) hour prior to and one-half (½) hour after the special conference is over.

SECTION 10. Strikes, Work Interruptions. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the City.

SECTION 11. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 12. Personnel Folder. Any member of the bargaining unit shall be permitted to review his/her own specific personnel folder, with or without union representation (union representative must use release time in accordance with the provisions of Article 4, "UNION REPRESENTATION"), upon two working days advance written notice to the Director of Human Resources. Such review shall be limited to no more than four (4) per calendar year; shall be under the direct supervision of the Director of Human Resources; the file shall not be loaned or removed from the Department of Human Resources premises; and shall be conducted during the normal business hours of the Department of Human Resources.

SECTION 13. Notice. The City will notify the Union of all employees to enter or leave the bargaining unit.

SECTION 14. Commercial Driver Licenses. The City shall determine, after discussion with the Union, which positions require incumbents to have and maintain Commercial Driver Licenses ("CDLs"). Employees that do not obtain or maintain such a license may be laid off for inability to perform. Any employee laid off as a direct result of his/her inability or failure to have a CDL may bump into a vacant position at or below the employee's classification level, for which he/she is qualified. Where more than one (1) employee may compete for a vacancy pursuant to this section, the more senior employee shall have priority. Where no vacancy exists, employees that do not obtain or maintain the required license will be laid off, and be eligible for recall for future vacancies, consistent with Article 6, Section 5. If an employee obtains the CDL following layoff, he/she shall be qualified for recall to the next vacancy in his/her former classification, if the employee has not accepted placement in another full-time position.

The City will provide general commercial driving (CDL) training for promotional opportunities in both the Parks & Recreation and the Public Service departments.

Employees may participate in training programs on a voluntary basis, subject to the following conditions: (1) employees may be excused from work without loss of pay to attend training if offered during the employee's normal work shift and if operationally possible; or (2) employees may attend on their own time if offered at a time other than during the employee's normal work shift. In no case will employees be paid overtime rates to participate in CDL training programs, unless required by the City to maintain an existing CDL certification. The employee may seek reimbursement for any associated costs, subject to the terms of the education reimbursement benefit established in Article 21.

During the term of the Agreement, the City shall provide to employees the use of a City vehicle to participate in any required skill test. Similarly, if operationally possible and if offered during the employee's normal work shift, these employees may be excused from work without loss of pay to take CDL written and skill tests. No overtime will be paid for time spent taking CDL tests.

Employees are responsible to pay the cost of the Commercial Driver's License and tests, but employees may seek reimbursement for these costs subject to the terms of the education reimbursement benefit established in Article 21.

The impact of any change to either the state or federal Commercial Motor Vehicle Safety Act, which would significantly affect the members of the bargaining unit, shall be a subject of discussions between the parties prior to implementation.

## ARTICLE 17

### DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

A representative of the City may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years of service, with the exception of drug and/or alcohol offenses, which will stay n the employees' record for three (3) years.

Within thirty (30) calendar days of the date of the alleged offense which may subject an employee to disciplinary action, a representative of the City shall give the employee either:

(1) a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective and, immediately as practicable thereafter, the City's representative shall provide the employee's steward, or in the steward's absence, another union representative, with a copy of the above notice; or

(2) a written notice of predetermination hearing, its date, time and location, and the nature of the employee's offense. The City shall provide a copy of this notice to the Union steward, or in the steward's absence, another Union representative, at least two (2) days prior to the hearing.

If a predetermination hearing is held, and disciplinary action is deemed appropriate by the City representative, the statement described in (1) above, will be provided to the affected employee and Union representative within five (5) work days after the hearing. PROVIDED, the thirty (30) calendar day time limit shall not preclude the issuance of disciplinary action against an employee who has deliberately acted to circumvent the provisions of this Section.

An employee who is disciplined by time off or discharge shall, after such action is taken and before leaving the City's premises, have the right to confer with his/her steward, or in his/her absence, another Union representative, at such place on the City's premises (but away from the working or public areas) as the City's representative may designate.

No later than the end of the fifth (5<sup>th</sup>) working day following the day on which disciplinary action was taken, the employee may submit a written grievance. If not so entered within this five (5) day time limit, the employee shall be deemed to have accepted the discipline, without recourse.

Under circumstances where he/she deems it appropriate to do so, a representative of the City may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the

end of the tenth (10) day following the suspension. Thereafter, such suspension will be with pay and in no case will the suspension exceed thirty (30) days following the date of suspension. If no penalty has been assessed within that period, the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension. The employee's steward, or in his/her absence, another Union representative shall be given a copy of the notice of discipline, and the employee's right shall arise to pursue the procedures above provided for the situation where disciplinary action is taken initially, without a period of suspension.

## ARTICLE 18

### GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is defined as a claim as it relates to the interpretation and/or application of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be submitted within thirty (30) calendar days from date of knowledge of its occurrence and/or the date of its occurrence. Any grievance filed shall refer to the provision or provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

A. For the purpose of the grievance procedure, a day shall mean Monday through Friday, and shall not include the date on which the grievance is presented or appealed by the Union, or is returned to it by the City. The representatives of the City and the Union shall acknowledge receipt of the grievance by signing and dating the grievance when presented, or received.

B. The grievance not advanced to the next higher level within the time limits provided shall be deemed permanently withdrawn, and as having been settled on the basis of the answer most recently given it. A grievance not answered within the time limits provided shall be automatically advanced to the next higher level. The time limits at any step of the grievance procedure may be extended by mutual agreement by the parties' representatives at that step in writing.

C. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the City's representative(s), a Union representative employed by the City shall be paid, at his/her regular, straight time rate for those hours during which he/she would otherwise have been at work for the City, from his/her report station including not more than one-half (1/2) hour before and after a meeting with the respective designated management representative, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

D. In no event shall any Union representative leave his/her work for grievance purposes, above, without first notifying and obtaining the approval of his/her immediate supervisor, which must be granted as promptly as is practicable under the circumstances.



E. The City recognizes that the Union reserves the right to grieve, in accordance with the procedure hereinafter provided, when action taken by the City may be claimed to be contrary to a specific limitation, set forth in this Agreement, of the rights of the City.

F. The parties mutually agree that an employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him/her by the City (unless his/her doing so would obviously jeopardize the health or safety of himself/herself or others). He/she shall raise any question he/she has as to the City's right to give him/her the order or instruction, and his/her question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

SECTION 2. Steps in the Grievance Procedure. Any employee, at any time, may present a grievance to his/her immediate supervisor and have the grievance adjusted without intervention of the employee's steward. If the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's steward has been given an opportunity to be present at such adjustment, the employee shall suffer no loss of pay for the time spent with his/her first line supervisor to discuss the grievance. If the issue is unresolved, the employee may contact his/her steward who shall then reduce the grievance to writing on a form provided by the Union, and then present it according to the following procedure as above defined. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules of the grievance procedure, may be used by management representatives at any step as a basis of permanent grievance denial.

### Step 1

A steward within the appropriate departmental area, no later than five (5) days following the employee's contact, shall present the grievance to the following authorized management representative, or his/her designated representative:

#### Public Service Department

Superintendent of Operations & Maintenance  
Wastewater Treatment Plant Superintendent

#### Parks and Recreation Department

Administration - Oak Park Garage & Oak Park Security  
Oak Park Garage Supervisor  
Leisure and Special Recreational Services  
Leisure Services Manager  
Potter Park/Zoo  
Curator/Manager  
Field Services - Forestry

Forestry Manager

Field Services - Grounds & Landscape Maintenance  
Grounds and Landscape Maintenance Manager  
Golf and Washington Ice  
Golf Manager

Management Services Department

Central Garage  
Automotive Maintenance Supervisor  
Fire Apparatus Maintenance Supervisor  
Building Maintenance  
Senior Building Maintenance Supervisor

Planning and Neighborhood Development Department

Transportation and Parking Office  
Transportation Engineer

The management representative, as listed above, no more than two (2) days later, shall write his/her answer on the form and return it to the steward.

Step 2

If the supervisor's answer in Step 1, denying a grievance, is not satisfactory to the grievant, the chief steward may, within five (5) days thereafter, present to the employee's department executive officer who shall answer it in writing on the form no more than two (2) days later.

Step 3

If the answer of the department executive officer in Step 2 is not considered satisfactory by the employee, the Union President may, within five (5) days thereafter, present it to the City's Labor Relations Manager. The City's Labor Relations Manager shall answer the grievance in writing no later than five (5) days after it is presented to him/her.

Step 4

A. Appeal Board. If the answer of the Labor Relations Manager in Step 3 is not considered satisfactory by the employee, the Union President within seven (7) days thereafter, shall give the Labor Relations Manager notice of desire for consideration of the grievance by the Appeal Board. The Appeal Board shall consist of the Labor Relations Manager and one other member of the City's administrative staff, and the Union's President and one (1) other member of the Union. The Appeals Board shall meet within seven (7) days of the Union's appeal to it, unless the parties mutually extend this time limit. Upon receipt of the aforementioned request from the Union President, the Labor

Relations Manager shall designate the time, date, and location of the meetings(s) and shall notify the Union in writing at least two (2) days prior to the meeting(s). A quorum shall consist of all four (4) Appeal Board members. At this meeting the Appeal Board will review facts as they relate to the interpretation and application of the contract.

B. Arbitration. If, at the end of thirty (30) days, the Appeal Board is unable to resolve the issue, and the Union wishes to carry it further, the parties shall attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within seven (7) days, the Union shall initially file a demand for arbitration with the Federal Mediation and Conciliation Service ("FMCS"). If the parties are unable to designate an arbitrator from the FMCS list within seven (7) days, the Union shall file a demand to the American Arbitration Association and thereafter it shall be handled in accordance with the Association's rules. Grievances appealed to arbitration shall be appealed within sixty (60) calendar days of the date of the Appeal Board Hearing, otherwise they shall not be eligible for further appeal to arbitration.

Each such decision shall be final and binding upon the employee(s) involved, the Union, and the Employer; and there shall be no appeal from any arbitrator's decision. Any fees and expenses of the arbitrator shall be borne equally between the Employer and the Union in any cases in which the award does not simply grant or deny the grievance. In cases where the arbitration award grants or denies the grievance, the losing party shall be responsible for three-quarters (75%) of all fees and expenses, including any fee charged by the arbitration selection service, and the winning party shall assume only one-quarter (25%) of the costs. If there is a dispute between the parties as to their responsibility for payment under this provision, the arbitrator shall assess the fees and expenses as he/she deems appropriate. The arbitrator is specifically prohibited from adding to, subtracting from, or modifying this Agreement in whole or in part; and the arbitrator's decision shall be based only upon a clear interpretation and/or application of the Agreement.

## ARTICLE 19

### UNION BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Union will include not more than five (5) City employees plus the Union President, and not more than two (2) non-employee representatives. The Union will furnish the Labor Relations Manager with a written list of the members of the Union's bargaining committee, prior to the first meeting.

SECTION 2. City employee members of the Union bargaining committee will be paid for the time spent in negotiations with the City, including one (1) hour prior to and one (1) hour after the bargaining meeting is over, but only for the straight time hours they would otherwise have worked had they worked their regular work schedule.

## ARTICLE 20

### PARKING

Employees covered by this Agreement, who report for work in the central business district (bounded by Shiawassee, Capitol, Lenawee Streets and Grand Avenue), shall be eligible for one (1) of the following parking or bus transportation subsidies:

- A. Employees who elect to utilize CATA bus transportation shall be eligible for a monthly CATA bus pass, at the City's expense. Disabled employees may elect to receive a subsidy equal to the cost of a monthly CATA bus pass to be used for Spectran services;
- B. Free parking on the roof at any one of the four downtown City parking ramps;
- C. Fifty-five Dollars (\$55) or the cost of parking, whichever is less, subsidy per month for the life of the contract, applied to any other City parking space.

## ARTICLE 21

### EDUCATION AND TRAINING

SECTION 1. General. Full-time seniority employees will be reimbursed for tuition fees for approved college level course work, and Lansing Community College adult educational courses, if applicable, in accordance with the following provisions:

- A. Class attendance and homework assignments must be completed on the employee's own time and not during working hours.
- B. Employees must be full-time on active employment rolls at the beginning of the course, during the course, at the completion of the course (probationary employees are excluded from applying and being reimbursed).
- C. Course work must be taken through an accredited college or institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the bargaining unit.
- D. Seminars and workshops and other training sessions which do not provide credit are excluded. The only exceptions to this exclusion shall be courses provided by approved colleges or institutions designed to assist employees to obtain an initial or renewal Commercial Driver License or an initial or renewal pesticide license which is a condition of employment for the current job or

the job for which the employee has been selected.

E. Employees must satisfactorily meet academic requirements ("C") or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work.

F. EFFECTIVE WITH RATIFICATION OF THE 2004-2008 AGREEMENT: Reimbursement per employee is limited to Four Hundred Dollars (\$400) per fiscal year for tuition expenses for approved courses. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, GI bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded. Total reimbursement for Union employees is limited to seventy-five hundred (\$7,500.00) Dollars for the fiscal year, effective July 1, 1993. All applications for reimbursement shall be on a first come, first serve basis, in accordance with the date on which the application was received by the Department of Human Resources.

## SECTION 2. Special License Reimbursement Terms for CDLs and Pesticide Certification.

A. Commercial Driver's License. During the term of the agreement, full-time and seasonal employees may also use the education reimbursement benefit to seek reimbursement for costs paid by the employee to obtain and/or maintain a CDL and appropriate endorsements, and to take a CDL skills test. Reimbursement for these costs is subject to the following restrictions: (1) the City will reimburse the employee for the license costs over and above the cost of the basic operator's or chauffeur's license; (2) the City will reimburse the employee for the cost of one (1) successfully completed skills test; and (3) employees remain subject to the overall \$400.00 limit for all education and CDL-related reimbursements in any fiscal year. The City will also endeavor to provide additional CDL training to employees on an as-needed basis.

B. Pesticide Licenses. During the term of the agreement, full-time and seasonal employees may also use the education reimbursement benefit to seek reimbursement for costs paid by the employee to obtain and/or maintain a certified pesticide license. Reimbursement for these costs is subject to the following restrictions: 1) the City will reimburse the employee for the cost of one (1) successfully completed certified applicators' minimum standards exam (i.e., the core and a minimum of one category or subcategory exam); and, 2) employees remain subject to the overall \$400.00 limit for all education reimbursements in any fiscal year.

## ARTICLE 22

### JOINT LABOR-MANAGEMENT COMMITTEE

The Union agrees to participate in a Joint Labor-Management Committee in order to maintain communications between labor and management and to cooperatively discuss, including but not limited to residency for City employees, and resolve matters of mutual concern. The criteria related to the meetings shall be as follows:

1. At least quarterly, or more frequently as mutually agreed, the Mayor and/or his/her designees shall meet with the Joint Council of City Unions, of which the bargaining unit president or his/her designee shall be a member.
2. No less than five (5) days prior to the scheduled meeting, each party shall prepare and submit an agenda to the other. If neither party submits an agenda, no meeting shall take place.
3. Issues submitted for discussion will be mutually agreeable, provide an opportunity to share information and build trust and provide an opportunity to explore innovative alternatives to such matters in a non-confrontational atmosphere. Issues submitted that are not mutually agreeable to all parties will be stricken from the agenda and not discussed at the meeting.
4. By so participating in the committee, neither the Union nor the City waives any statutory or contractual right.

## ARTICLE 23

### CONTRACT TERM

SECTION 1. Ratification. The City's negotiating committee shall submit to the Mayor, who shall then recommend that the City Council ratify this contract only after the Union submits this contract to, and receives ratification by the employees within the bargaining unit, and the City's Labor Relations Manager receives from the Union, written notification thereof.

SECTION 2. Effective and Termination Dates. This contract shall become effective October 4, 2004, and shall continue in full force and effect until 11:59 p.m., October 6, 2008, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment or any combination thereof, and such written notice shall have the effect of terminating this contract in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

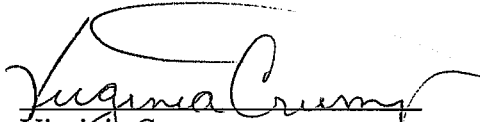
IN WITNESS WHEREOF, the parties have set their hands this 14<sup>th</sup> day of September 2007:

FOR THE UNION:

BY ITS PRESIDENT:

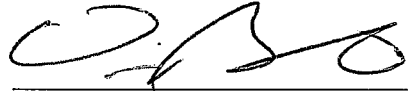
  
Scott A. Dedic

BY ITS VICE PRESIDENT:

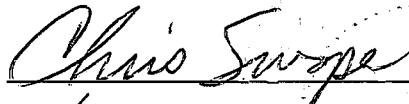
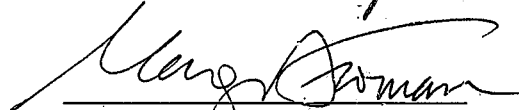
  
Virginia Crump

FOR THE CITY:

BY ITS MAYOR:

  
Virg Bernero

BY ITS CLERK:

APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED BY  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX A

CLASSIFICATION LEVELS

Level 600

Equipment Mechanic 03  
Fire Equipment Mechanic  
Wastewater Maintenance Worker 04  
Wastewater Plant Operator 04  
Welder-Fitter  
Zookeeper 02

Level 500

Automotive Equipment Mechanic  
Electrical Maintenance Worker  
Equipment Mechanic  
Equipment Mechanic 02  
Equipment Operator/Worker 03  
Equipment Operator/Worker 04  
Forestry Worker 02  
Greenskeeper 02  
Lead Parking Equipment Worker  
Sewer Maintenance Worker 03  
Special Equipment Operator  
Shift Maintenance Worker  
Utility Maintenance Worker 04  
Wastewater Equipment Operator 02  
Wastewater Maintenance Worker 03  
Wastewater Plant Operator 03

Level 400

Cemetery Maintenance Worker 02  
City Hall Complex Maintenance Worker 02  
Equipment Operator/Worker 02  
Equipment Operator/Worker  
Facility Maintenance Worker 03  
Facility Maintenance Worker 02  
Forestry Worker  
Greenskeeper  
Lead Parking Enforcement Worker  
Maintenance Worker 04



Parking Equipment Service Worker  
Parking Operations Worker  
Parks Maintenance Worker 05  
Parks Operator/Worker 02  
Parks Operator/Worker  
Parks/Zoo Maintenance Worker 03  
Parks/Zoo Maintenance Worker 02  
Sewer Maintenance Worker 02  
Solid Waste Operator  
Storekeeper/Parts Worker  
Utility Maintenance Worker 02  
Vehicle Maintenance Worker 04  
Wastewater Equipment Operator  
Wastewater Maintenance Worker 02  
Wastewater Plant Operator 02  
Wastewater Plant Operator  
Zookeeper

Level 300

City Hall Complex Maintenance Worker  
Driver/Worker  
Facility Maintenance Worker  
Maintenance Worker 03  
Maintenance Worker 02  
Parking Enforcement Worker  
Parks Maintenance Worker 04  
Refuse Bag Distributor  
Sewer Maintenance Worker  
Sign Maintenance Worker 02  
Storekeeper/Parts Worker 02  
Storekeeper/Parts Worker  
Utility Maintenance Worker  
Vehicle Maintenance Worker 03

Level 200

Cemetery Maintenance Worker  
Maintenance Worker  
Parking Maintenance Worker  
Parks Maintenance Worker  
Parks/Zoo Maintenance Worker  
Storekeeper/Parts Worker  
Vehicle Maintenance Worker

Vehicle Maintenance Worker 02  
Wastewater Maintenance Worker

Level 100

Custodial Worker  
Parking Revenue Collector  
Security Worker

The point break and applicable wage level changes for level 500 (2476) and level 600 (3476) shall become effective October 1, 1998.

CLASSIFICATION COMPENSATION RATES  
EFFECTIVE OCTOBER 14, 2006

2.5% INCREASE LEVEL / PAY RANGE	WAGE STEPS							
	1	2	3	4	5	6	7	8
600	18.2274	18.7931	19.3482	19.8930	20.4691	21.0034	21.5691	22.0929
4506	27.7056	28.5655	29.4093	30.2374	31.1130	31.9252	32.7850	33.5812
500	16.8446	17.3789	17.9446	18.4997	19.0445	19.6207	20.1758	20.7415
4505	25.6038	26.4159	27.2758	28.1195	28.9476	29.8235	30.6672	31.5271
400	15.4514	15.9960	16.5408	17.1379	17.6931	18.2274	18.7931	19.3482
4504	23.4861	24.3139	25.1420	26.0496	26.8935	27.7056	28.5655	29.4093
300	14.0372	14.6238	15.1686	15.7342	16.2894	16.8446	17.4626	18.1017
4503	21.3365	22.2282	23.0563	23.9160	24.7599	25.6038	26.5432	27.5146
200	13.0001	13.5029	13.9848	14.4771	14.9485	15.4514	15.9437	16.4361
4502	19.7602	20.5244	21.2569	22.0052	22.7217	23.4861	24.2344	24.9829
100	11.9735	12.3192	12.6754	13.0001	13.3877	13.7857	14.1838	14.6238
4501	18.1997	18.7252	19.2666	19.7602	20.3493	20.9543	21.5594	22.2282

SEASONAL	HIRED		SEASONALS & PARK CARETAKERS
	>12/1/89	<11/30/89	
5301	11.7001	13.1614	
	17.7842	20.0053	
PART-TIME	HIRED		PART-TIME (EXCEPT PARK CARETAKERS)
5001	10.7762	11.3748	
	16.3798	17.2897	

2008+	LEVEL AT 12/1/89		SPECIAL RATES	
	IIB step 9	IIIA step 9	IIB step 2	
4508	17.0122	17.5884	16.4570	
	25.8585	26.7344	25.0146	
1008+	16.2894			
4507	24.7599			

PREPARED BY PAYROLL

**UAW  
CLASSIFICATION COMPENSATION RATES  
EFFECTIVE OCTOBER 13, 2007**

2.5% INCREASE LEVEL / PAY RANGE	WAGE STEPS							
	1	2	3	4	5	6	7	8
600 4506	18.6831 28.3983	19.2629 29.2796	19.8319 30.1445	20.3903 30.9933	20.9808 31.8908	21.5285 32.7233	22.1083 33.6046	22.6452 34.4207
500 4505	17.2657 26.2439	17.8134 27.0764	18.3932 27.9577	18.9622 28.8225	19.5206 29.6713	20.1112 30.5690	20.6802 31.4339	21.2600 32.3152
400 4504	15.8377 24.0733	16.3959 24.9218	16.9543 25.7705	17.5663 26.7008	18.1354 27.5658	18.6831 28.3983	19.2629 29.2796	19.8319 30.1445
300 4503	14.3881 21.8699	14.9894 22.7839	15.5478 23.6327	16.1276 24.5140	16.6966 25.3788	17.2657 26.2439	17.8992 27.2068	18.5542 28.2024
200 4502	13.3251 20.2542	13.8405 21.0376	14.3344 21.7883	14.8390 22.5553	15.3222 23.2897	15.8377 24.0733	16.3423 24.8403	16.8470 25.6074
100 4501	12.2728 18.6547	12.6272 19.1933	12.9923 19.7483	13.3251 20.2542	13.7224 20.8580	14.1303 21.4781	14.5384 22.0984	14.9894 22.7839

	HIRED		
	>12/1/89	<11/30/89	
SEASONAL 5301	11.9926 18.2288	13.4905 20.5056	SEASONALS & PARK CARETAKERS
PART-TIME 5001	11.0455 16.7892	11.6592 17.7220	PART-TIME (EXCEPT PARK CARETAKERS)

	IIB step 9		IIB step 2		SPECIAL RATES
	>12/1/89	<11/30/89	>12/1/89	<11/30/89	
2008+ 4508	17.4375 26.5050	18.0281 27.4027	16.8684 25.6400		
1008+ 4507	16.6966 25.3788				PREPARED BY PAYROLL

## APPENDIX B

### GENERAL REQUIREMENTS

1. The following General Requirements are applicable to all City of Lansing employees covered hereby.
2. Employees who violate any General Requirements subject themselves to formal disciplinary action which may range from written reprimand through discharge, with or without a disciplinary layoff. The specific type of disciplinary action taken in each instance depends on the nature of the employee's offense, the circumstances under which, and manner in which it was committed and the employee's record.

GR-1 Employees are required to report on time for work.

GR-2 Unexcused absences are prohibited.

GR-3 Excessive absenteeism is prohibited.

GR-4 Insubordination is prohibited.

GR-5 Traffic in and/or the consumption of and/or any one suffering from the immediate or after effects of dangerous drugs or alcohol while at work is prohibited.

GR-6 Misappropriation or unauthorized use of City money, property, equipment or supplies is prohibited.

GR-7 Gambling on City time or property, or during lunch or rest breaks is prohibited.

GR-8 Inefficient, careless, inactive or unproductive work is prohibited.

GR-9 Falsification of City records is prohibited.

GR-10 Fighting, threatening or being disrespectful to other City employees or members of the public is prohibited.

GR-11 Unsafe acts which can and/or do endanger the person or property of himself/herself or others is prohibited.

GR-12 Improper personal conduct is prohibited.

GR-13 Employees are not permitted, under any circumstances, to carry or have in their possession weapons, while either on City property or during work hours.

GENERAL REQUIREMENT NO. 1 Employees are required to report on time for work.

Guideline 1.1 Employees that report late to work six (6) minutes or more (in addition to pay adjustment).

First Offense - Written warning

Second Offense - Written reprimand

Third Offense - Written reprimand, one (1) day off without pay.

Fourth Offense - Written reprimand, three (3) days off without pay.

Fifth Offense - Written reprimand, five (5) days off without pay.

Sixth Offense - Discharge

Absence will be charged on time record as unexcused. However, employees that report their tardiness to their immediate supervisor before their normal starting time may be granted an excused absence to be determined in the sole discretion of management without recourse. No employee shall receive pay for his/her period of tardiness to be determined by tenths of hours or fractions thereof.

GENERAL REQUIREMENT NO. 2 Unexcused absences are prohibited.

Guideline 2.1 Failure to report your absence within (1) hour of the scheduled starting time is an unexcused absence.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Discharge

Guideline 2.2 Accepting excused absence without pay in cases where an emergency did not exist, or for reasons different than those defined in a written request.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) days off without pay

Third Offense - Written reprimand and five (5) days off without pay

Fourth Offense - Discharge

Guideline 2.3 Taking lunch and/or rest breaks at time other than specified by the immediate supervisor without permission.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 2.4 Failure to secure proper permission to leave your assigned duty area during working hours and/or leaving work area early.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 2.5 Absent from work without notifying the Employer.

First Offense - Absent from work 1 day without notifying the employer - 3 days off without pay

Second Offense or - Absent from work 2 consecutive days without notifying the employer - 10 days off without pay

Third Offense or - Absent from work 3 consecutive days without notifying the employer - Discharge

The above language does not preclude the employee being excused if the reason to fail to notify the employer of his/her absence was beyond the employee's control; illustrative of such a reason is hospitalization of a serious nature.

Guideline 2.6 Exhaustion of leave time bank. A full-time employee who has exhausted his/her applicable paid leave bank, and wishes to be granted an excused absence without pay of less than seven (7) days duration, must do one of the following: 1) obtain advance approval to use unpaid leave; 2) provide information satisfactory to the City of an emergency or other facts of a persuasive nature which precluded the full-time employee from requesting advance approval, e.g., but not limited to medical documentation. Failure to follow the above, will result in an unexcused absence without pay, and the following applicable discipline:

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) days off without pay.

Third Offense - Written reprimand and five (5) days off without pay.

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 3 Excessive absenteeism is prohibited.

Guideline 3.1 Absenteeism shall be considered excessive when an employee has three (3) or more occurrences\* (including sick leave with pay, sick leave without pay) within a thirty (30) day period, counting backward from the date of the most recent occurrence. Absenteeism will also be considered excessive when an employee has six (6) or more occurrences within a one hundred eighty (180) day period. This period shall be calculated by counting backward one hundred eighty (180) days from the date of the most recent occurrence. Those instances where three (3) or more occurrences were recorded in the thirty (30) day period are not considered in the six (6) month review. The employee's record of absence will be reviewed on an individual basis with the employee by the department head or designee prior to discharge.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) days off without pay

Third Offense - Written reprimand and five (5) days off without pay

Fourth Offense - Discharge

\*An occurrence is considered to be one or more consecutive periods of time off with the following exceptions:

- A. An absence of four (4) hours or less, scheduled in advance, for the sole purpose of a medical appointment, and which is charged to the employee's sick leave shall not be considered an occurrence.
- B. A series of multiple appointments that meet all the criteria set forth in "A" above, if scheduled with the department at the same time, shall be considered as one (1) occurrence.  
Example: employee requests sick leave on the first of the month for medical appointments on the 4th, 16th, and 23rd of that month. Each appointment is charged to the employee's accrued sick leave and each appointment is for a period of four (4) hours or less.



GENERAL REQUIREMENT NO. 4 Insubordination is prohibited

Guideline 4.1 Refusal to do work as assigned.

First Offense - Written reprimand and five (5) working days off without pay

Second Offense - Written reprimand and ten (10) working days off without pay

Third Offense - Discharge

Guideline 4.2 Taking vacation time, excused absence and/or leave of absence after having time refused by a supervisor.

First Offense - Written reprimand and five (5) working days off without pay

Second Offense - Discharge

Guideline 4.3 Failure to follow a supervisor's instructions, verbal or written.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Written reprimand and ten (10) working days off without pay

Fifth Offense - Discharge

GENERAL REQUIREMENT NO. 5 Traffic in and/or the consumption of and/or anyone suffering from the immediate or after effects of illegal or controlled substances or alcohol while at work is prohibited

Guideline 5.1 Suffering from the effects of intoxicants (illegal or controlled substances or alcohol) that may affect the proper performance of an employee's duties.

First Offense - Written reprimand and five (5) working days off without pay. Agency referral

Second Offense - Written reprimand and ten (10) working days off without pay. Agency referral

Third Offense - Discharge

Guideline 5.2 The use, possession and/or sale of illegal or controlled substances.

Discharge

Guideline 5.3 Drinking intoxicating beverages or having them in your possession in an open container during working hours.

First Offense - Written reprimand and ten (10) working days off without pay. Agency referral

Second Offense - Discharge

GENERAL REQUIREMENT NO. 6 Misappropriation or unauthorized use of City money, property, equipment, or supplies is prohibited.

Guideline 6.1 Unauthorized use of motor vehicles.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 6.2 Theft of City money, property, equipment or supplies.

Discharge

Guideline 6.3 Posting or removal of notices, signs, or written or printed matter of any type on bulletin boards on the Employer's property without permission from the Employer, except as provided by the agreement.

First Offense - Written warning

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Written reprimand and ten (10) working days off without pay

Fifth Offense - Discharge

Guideline 6.4 Misusing, destroying or damaging Department property or that assigned to another Department employee.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and ten (10) working days off without pay

Fourth Offense - Discharge

Guideline 6.5 Failure to observe parking or traffic regulations on Department property.

First Offense - Written reprimand

Second Offense - Written reprimand and one (1) working day off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 7 Gambling on City time or property or during lunch or rest breaks is prohibited.

Guideline 7.1 Illegal gambling and/or playing lottery or other games of chance on Employer's time.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 8 Inefficient, careless, inactive or unproductive work is prohibited.

Guideline 8.1 Sleeping on the job during work hours.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 8.2 Wasting time, loitering, or inattention to duty.

First Offense - Written warning

Second Offense - Written reprimand

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 8.3 Unauthorized persons, such as friends, relatives and social acquaintances are not permitted to frequent city employee work stations during working hours, excepting as member of organized and officially approved visitors groups.

First Offense - Written warning

Second Offense - Written reprimand

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 8.4 Minor chargeable accidents. After a full investigation of the accident and after a review of the employee's previous accident record and the severity of the immediate incident, the immediate supervisor may exercise limited discretion to record an accident without issuing discipline. If, however, discipline is deemed appropriate, the employer will determine the level of discipline utilizing the following as guidelines, consistent with the principle set forth at paragraph two of the introduction to Appendix B:

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 8.5 Failure to report an accident by the end of the work shift and personal injury or major accident immediately.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Discharge

Guideline 8.6 Intentional abuse and/or careless, reckless operation of Employer's equipment.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 8.7 Failure to report breakdowns by the end of the work shift.

First Offense - Written warning

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 9 Falsification of City records is prohibited.

Guideline 9.1 Being employed while on sick leave.

Discharge

Guideline 9.2 Knowingly punching another employee's time card; having one's time card punched by another; altering a time card for any reason whatsoever.

First Offense - Written reprimand

Second Offense - Written reprimand and five (5) working days off without pay.

Third Offense - Discharge

Guideline 9.3 Falsification of personnel records, reports, inventories, or other City records.  
Discharge

GENERAL REQUIREMENT NO. 10 Fighting, threatening or being disrespectful to the other City employees or members of the public is prohibited.

Guideline 10.1 Discourtesy to the public (standard procedure prior to the imposition of disciplinary action under this subsection shall consist of obtaining a written and signed statement by the member or members of the public who allege discourteous conduct on the part of a City employee or employees).

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 10.2 Provoking or instigating a fight, or fighting during working hours or on Department property.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 10.3 Intimidating, coercing or interfering with a supervisor.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and ten (10) working days off without pay

Third Offense - Discharge

Guideline 10.4 Fighting, and/or striking a supervisor.

Discharge

Guideline 10.5 Threatening, intimidating, coercing or interfering with fellow employees.

First Offense - Written reprimand and one (1) day off without pay

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 11 Unsafe acts which can and/or do endanger the person or property of himself/herself or others is prohibited.

Guideline 11.1 Contributing to unsafe working conditions by endangering the person or property of himself/herself or others is prohibited or leaving equipment and/or trash in improper areas and/or failure to observe parking or traffic regulations.

First Offense - Written reprimand

Second Offense - Written reprimand and one (1) working day off without pay

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 11.2 Continued failure to wear or to use safety equipment where recognized safety hazards exist.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Written reprimand and ten (10) working days off without pay

Fourth Offense - Discharge

Guideline 11.3 Failure to report mechanically defective condition of equipment and/or unsafe defective equipment.

First Offense - Written reprimand

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 11.4 Willful, deliberate, or continued violation of, or disregard of safety practices, procedures, rules and instructions.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Written reprimand and ten (10) working days off without pay

Fifth Offense - Discharge

Guideline 11.5 Major chargeable accident. After a full investigation of the accident and after a review of the employee's previous accident record, the employee's disciplinary record and the severity of the immediate incident, the employer will determine the level of discipline utilizing the following as guidelines, consistent with the principle set forth at paragraph two of the introduction to Appendix B:

First Offense - Written reprimand and ten (10) working days off without pay

Second Offense - Discharge

Guideline 11.6 General horseplay and scuffling at any time while on Employer's property or worksite.

First Offense - Written warning

Second Offense- Written reprimand

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 11.7 Horseplay, scuffling where there is an injury, aggravated potential for injury, or property damage, at any time while on the Employer's property or worksite.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 11.8 Operating, using or possessing machines, tools or equipment to which the employee has not been assigned.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay



Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 12 Improper personal conduct is prohibited.

GENERAL REQUIREMENT NO. 13 Employees are not permitted, under any circumstances, to carry or have in their possession weapons, while either on City property or during work hours.

Overall Work Record

Any three (3) reprimands in a six (6) month period will result in a review of the employee's work record by the Division Superintendent and the employee's immediate supervisor to determine appropriate future disciplinary action.

The foregoing constitutes a progressive disciplinary system for the same or similar infractions. Employees, who within the two (2) year period referred to in Article 17, Disciplinary Action, Discharge, Suspension of the Agreement commit multiple infractions of different types will be subject to review of the employee's work record in order to determine appropriate future disciplinary action. The results of such determination shall be communicated to the employee and his/her steward in writing.

NEW WORK RULES

A. In the event the City, pursuant to Article 2, Subsection J, promulgates and adopts a new work rule and/or modification of existing work rules, it shall notify the Union President of such adoption and/or revision in writing by certified mail.

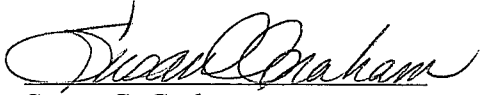
The Union may challenge the reasonableness of such new or revised rule(s) by filing a grievance at Step 3 of the Grievance Procedure within fifteen (15) days after the revision has been established and the President has received written notice thereof.

B. Whenever a specific General Rule does not fit a particular situation the City may discipline for just cause under the provision of Article 17.

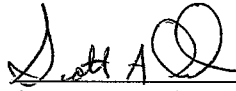
IN WITNESS WHEREOF, the parties have set their hands this 14<sup>th</sup> day of September, 2007.

FOR THE CITY:

FOR THE UNION:

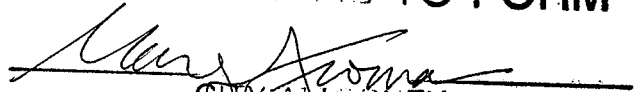


Susan C. Graham  
Labor Relations Manager



Scott A. Dedic  
President

**APPROVED AS TO FORM**

  
CITY ATTORNEY

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING

#### Work Policies

During the 1989 contract negotiations, the City of Lansing and the Union discussed work policies which are not uniformly applied to Union members, including requirements that some employees punch the time clock before and after their lunch period, sign their time clock punch cards, and sign for their weekly pay checks.

For the term of the Agreement commencing in 1989, the parties agree to the following principles:

1. It is necessary and appropriate for Union members to sign for pay checks when an audit is in progress.
2. An employee need not certify the time recorded on a punch card by the time clock, but the employee must certify any handwritten entries on a time clock punch card, or sign a time card upon which entries are made by hand. Further, disputes over time recorded on a time clock punch card shall be resolved between the employee, the supervisor and the payroll clerk, and shall not be subject to the grievance procedure established in Article 18.
3. In cases where a time card does not indicate an employee took an unpaid lunch break, it shall be appropriate to assume that the applicable lunch period was taken unless both the employee and the supervisor indicate on the time card (or punch card) that the employee worked through the lunch period.
4. In cases where an employee punches his/her time card more than three (3) minutes before the start of the shift, it will be appropriate to assume that the employee started work at the scheduled starting time, unless at least the supervisor indicates on the punch card that the employee worked authorized overtime before the start of the shift.

For the term of the agreement commencing in 2004, the parties agree that paychecks are issued bi-weekly effective the first bi-weekly payroll in March 2006 (3/3/06). Effective Friday, February 24, 2006, employees shall receive a "Conversion Assistance Subsidy" as follows: Full-Time = \$400; Part-Time = \$200; Seasonal = \$0.

During the course of this Agreement, either party may advise the other party of problems arising out of the implementation of the above terms. Upon such notice, the parties will meet to discuss and resolve the problems noted.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

Training and Apprenticeship

During the 1997 contract negotiations, the parties discussed the concept of training and apprenticeship programs. The parties agreed to continue discussions of that issue during the term of the 1997-2000 Agreement, with the understanding that the City shall not incur any additional costs. The parties also agree to continue for the term of the 1997-2000 Agreement the existing Wastewater Plant and Zookeeper trainee programs.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of April, 1998 effective October 2, 1997.

FOR THE UNION:

FOR THE CITY:

BY ITS PRESIDENT:

BY ITS MAYOR:

Leon A. Hilton  
Leon A. Hilton

David C. Hollister  
DAVID HOLLISTER

BY ITS VICE PRESIDENT:

BY ITS CLERK:

Robert Welling, Jr.  
Robert Welling, Jr.

Marilynn Slade  
MARILYNN SLADE

Wendell Hall  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Robert W. Brown  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, CITY  
FINANCE DIRECTOR

Doris A. Schenier  
LABOR RELATIONS

APPENDIX E

MEMORANDUM OF UNDERSTANDING

Civic Center Department

During the 1989 contract negotiations, the City and the Union discussed deletion of the Civic Center Department from the Definition of the Bargaining Unit.

City's Position. The City's position was that a nonexistent department should not be referred to as a department of the City in the labor agreement.

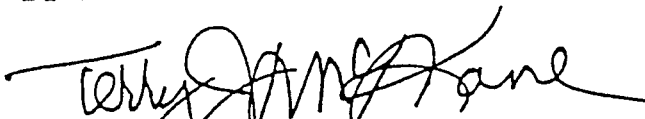
Union's Position. The City has notified the Union that the Civic Center is no longer the Employer of employees in the Civic Center. However, the Union desires to retain exclusive representative status over bargaining unit work should the City regain/retain Employer status over Civic Center employees or like departments during the duration of this Agreement.

The parties resolved their differences by agreeing, for the term of the 1989 collective bargaining agreement, that should the Civic Center be re-established as a City department, and should City employees again perform bargaining unit work within that operation, the City will not dispute the right of the UAW to represent employees performing said unit work.


26 IN WITNESS WHEREOF, the parties have set their hands this day of June 1990, effective November 30, 1989.

FOR THE CITY:

BY ITS MAYOR:

  
Terry J. McKene

BY ITS CLERK:

  
James Blair

FOR THE UNION :

BY ITS PRESIDENT:

  
Leon A. Hilton

BY ITS VICE PRESIDENT:

  
Cy Clark

Oliver P. King  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Paul J. Pennington  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, CITY *Deputy*  
CONTROLLER

Richard W. Putney  
LABOR RELATIONS DEPARTMENT

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Regarding Employment of Injured Workers

The City of Lansing ("City") and the City unit of UAW, Local 2256 ("Union") worked together during the period of the last collective bargaining agreement to develop a program which can provide work opportunities for workers injured in the course of their employment, rather than having workers effectively disqualified from employment until they are ready to return to their previous positions with few or no restrictions.

A trial program, commonly referred to as the "relief crew," was developed during 1989. Injured employees were placed in light duty assignments consistent with their physical restrictions. These employees did not displace any bargaining unit employees and placement was mandatory. A job description was developed in conjunction with an occupational therapist, and arrangements were made (as appropriate) to provide training to employees that qualified to participate in the program. A representative of the Union attended the initial orientation session for each employee selected to participate in the relief crew. The parties agreed that most of the terms of the labor agreement should apply to the employees selected for these light duty assignments; however, it was agreed that some of the contract's terms had to be clarified because they were inconsistent with the purpose and intent of the new program.

During the course of negotiations for the 1989-92 agreement, the parties determined that the trial program had been successful. They also determined that, with some minor amendments, the work relief program for injured workers should be continued into the term of the 1989-92 labor agreement.

A summary of the appropriate clarifications to the labor agreement relative to employees performing light duty work pursuant to this program, follow.

Seniority: Service on a light duty assignment will not impact the accrual of seniority by the impacted employees, including seasonals. Seasonals assigned to light duty shall be laid off in inverse order of seniority from the department originally assigned. They will not be required to serve a new probation period in the new assignment. If it is determined that the new assignment is not appropriate for the employee, consistent with his/her restrictions, he or she will simply be returned to Workers' Compensation status until such time as another placement can be made. As these assignments are temporary, and only for employees with appropriate restrictions, these jobs will not be posted upon vacancy, are not subject to seniority selection, and the bumping process will not

impact upon them. An employee assigned to light duty will be retained on the table of organization of the department employing them at the time of the most recent injury. Employees in these temporary assignments retain their rights to sign postings and be referred based upon their qualifications. These employees also retain the right to seek handicap accommodations in order to qualify for placement in other jobs.

Only one shift is contemplated at this time. If the city proposes to add a second shift to this operation, the parties will meet to discuss seniority rights on this temporary assignment to shift arrangements.

The relief crew workers will be paid the base rate of \$8.51, effective November 30, 1989, plus any wage increases negotiated in the master agreement. (Employees hired on or after December 1, 1989 shall be paid at a rate of pay comparable to what they made prior to the disability, if lower than the base rate of \$8.51 plus negotiated increases). If the employee was compensated at a higher rate prior to the injury, and is eligible for an offset pursuant to the Workers' Compensation provisions, he/she shall receive such offset to bring the total compensation up to the pre-injury rate.

If overtime work becomes available, assignments to perform overtime will be based upon overall qualifications and fitness to perform the work.

Bargaining unit work disputes arising out of the assignment given to these employees will be resolved through special conference, rather than the grievance procedure during the term of this agreement. Management retains the sole right to discontinue this program.

All other provisions of Article 9 of the agreement, insofar as they are consistent with the purpose of this program, apply to the full-time, regular workers and seasonals employed in light duty assignments.

Wage supplements: Generally speaking, it is the intent of the parties that full-time regular employees assigned to this program will receive all economic benefits normally accruing to full-time union members. Seasonal employees assigned to this program will continue to receive the economic benefits negotiated for seasonal workers. (Note that part-time employees will not be eligible to participate in this program until such time as both parties agree that participation by these employees is acceptable, and negotiate the applicable terms and conditions of light duty employment for part-time employees.)



For clarification purposes, full-time regular employees accrue one (1) month of pension service credit for every month in which they work or are paid from a leave bank for ten (10) days. Full-time regular employees performing light duty work pursuant to this program will be eligible for pension credit accrual, if they work in this light duty assignment or are on paid status for at least ten (10) days per month.

All employees assigned to light duty work will be provided uniforms and the parking/transportation subsidies, consistent with the terms of the labor agreement. Employees in this group are also eligible, consistent with the contract's terms, to apply for and receive education reimbursement.

Full-time, regular employees retain the right to request and qualify for leaves of absence, consistent with the terms of the labor agreement; however, employees taking such leaves will not be eligible for Workers' Compensation benefits during such leave periods.

Humanitarian assignments: The spirit of Article 15 will apply to the placements made under this memorandum of agreement; however, as these placements are temporary rather than permanent, Article 15 is not directly applicable. Employees working in the light duty assignments remain eligible to access the handicap accommodation procedure and to seek permanent placements with accommodations.

Grievance procedure: Placement decisions and decisions regarding expansion, reduction or elimination of this program are not subject to the grievance procedure.

Either party may initiate a special conference during the term of the collective bargaining agreement to review this program and/or address questions which arise during the term of the agreement.

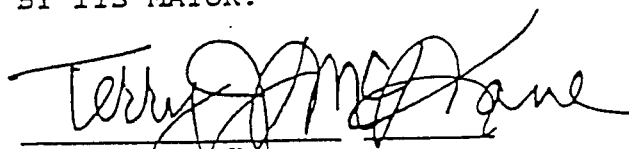
26 IN WITNESS WHEREOF, the parties have set their hands this day of June 1990.

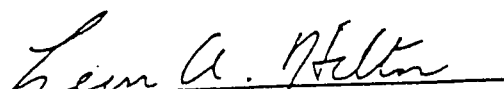
FOR THE CITY:

FOR THE UNION:

BY ITS MAYOR:

BY ITS PRESIDENT:

  
Terry J. McKane

  
Leon A. Hilton

BY ITS CLERK:

James Blair  
James Blair

BY ITS VICE PRESIDENT:

Cy Clark  
Cy Clark

Alan P. Kirk  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Paul S. Remmon  
CERTIFICATION OF AVAILABLE  
FUNDS BY CITY CONTROLLER  
Deputy

Richard A. Putnam  
LABOR RELATIONS DEPARTMENT

APPENDIX G

MEMORANDUM OF UNDERSTANDING

Joint Committee on Substance Abuse

The City of Lansing and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among City workers represented by the UAW.

Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and tardiness and the violation of work rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on efficiency and endangers the job security of the worker.

The causes of alcoholism and drug dependency are not well understood and cures are difficult. Nonetheless, the City of Lansing and the Union believe that constructive measures are possible to deal with the problem which is a major cause of family breakdown and violence in the community.

Objective

The objective of this joint effort is to help employees who become afflicted with alcoholism or drug dependency. Joint effort by the City of Lansing and the Union is designed to establish a system for early identification of these problems in an employee, referral of the employee for proper treatment, and concerned follow-up.

The City of Lansing and the Union acknowledge that neither the City nor the Union working alone can always provide the level of motivation required by the alcoholic or drug dependent employee. As a result, mutual cooperation is imperative in encouraging the employee to seek treatment, as needed, to respond successfully to treatment, and to maintain a resolve to avoid alcohol or drugs following treatment.

Implementation of objective

The City of Lansing and the Union will engage in a cooperative effort and function administratively in consulting with and seeking the cooperation of City management and Union personnel. In this regard it is important to:

1. Generate a climate at the work level which will eliminate the effects of the social stigma

associated with alcoholism and drug dependency, which act as a barrier to constructive corrective action;

2. Encourage city management and the union at all levels to exercise their best efforts toward the objective of early identification and motivation of the employee to seek treatment and rehabilitation;
3. Assure confidentiality in working with the employee;
4. Assure the employee of a sympathetic understanding of his problem; and
5. Assist in developing educational and informational materials for use at the work level. These may be supplemented by materials which either the City or the UAW may wish to issue separately.

To accomplish this objective the City shall not incur any additional cost. The City and the Union shall jointly determine the nature of accomplishing the foregoing five (5) tasks.

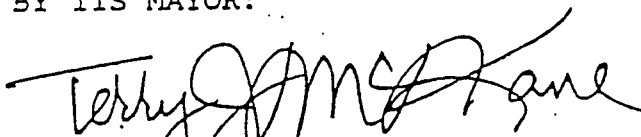
The City and the Union acknowledge that:

1. Nothing in this agreement is to be interpreted as constituting any waiver of the City's responsibility to maintain discipline or the right to invoke disciplinary measures in the case of misconduct which may result from or be associated with the use of alcohol or drugs; the Union may exercise its right to process grievances concerning such matters in accordance with the collective bargaining agreement.
2. During or following treatment the employee should not expect any special privileges or exemptions from the standard personnel practices.

IN WITNESS WHEREOF, the parties have set their hands this 26 day of June 1990.

FOR THE CITY:

BY ITS MAYOR:

  
\_\_\_\_\_  
Terry J. McKane

FOR THE UNION:

BY ITS PRESIDENT:

  
\_\_\_\_\_  
Leon A. Hilton

APPENDIX H

MEMORANDUM OF UNDERSTANDING

EMERGENCY OVERTIME AGREEMENT

WHEREAS, the City of Lansing ("City") and the Lansing Area Public Employees, Local 2256 UAW, ("Union") are parties to a labor agreement, pursuant to the Public Employment Relations Act, MCLA 423.201 et esq; and

WHEREAS, the City advanced during 1987 contract negotiations a need to address hours worked beyond the normal work day/work week by the members of the Union in certain emergency overtime situations, and

WHEREAS, the City reported difficulty in recent years in getting sufficient numbers of employees to volunteer to work overtime in certain emergency situations, and

WHEREAS, the Union notified the City that the size of the work force has decreased in various operations over the past several years; and

WHEREAS, during that same time period there has been an increase in both the levels of service provided and the City's desire to improve services provided; and

WHEREAS, it is the desire of both the Union and the City to provide a balanced complement of employees, equipment and supplies to undertake the various City services in an effective and efficient manner; and

WHEREAS, it is the desire of both the Union and City to establish a reasonable mechanism to provide necessary services in emergency overtime situations; and

WHEREAS, the parties agreed during 1987 contract negotiations to negotiate a mutually satisfactory resolution of the emergency overtime issues;

The parties agree to establish the following terms and conditions relating to emergency overtime situations:

1. Emergencies for purposes of this agreement are situations arising on less than 24 hours' notice; requiring at least (1/4) one-quarter of the number of employees in the affected department who are qualified and who would be regularly assigned to a certain operation if it were to be pre-scheduled and voluntary; and which would normally include, but not be limited to, snow removal, ice storms, wind storms, floods, fires, broken pipes, wastewater plant equipment malfunctions, or ongoing civil disturbances.

2. At least once each year, in the Fall, each departmental division historically experiencing emergency situations may work through the Personnel and Training Department to post, throughout City work locations, a description of possible emergency overtime assignments, and necessary skills and abilities. All Union members may sign the emergency postings, as qualified, and indicate willingness to be contacted to work in emergency overtime situations. The list(s) will be posted for at least five (5) work days. The posting department or division will screen the names listed on the posting and determine, in advance, if the named employees have the minimum qualifications necessary for emergency assignments. Any employee the department or division does not certify as qualified will be contacted and given an opportunity to prove minimum qualifications to perform the possible emergency assignment(s) indicated, or to obtain the necessary minimum qualifications in a reasonable time frame. From these postings, master emergency call-in lists will be prepared for each type of overtime activity, grouping employees as follows: 1) Employees volunteering from the responsible work group or division will be listed by classification and seniority; 2) Employees volunteering from any other division or department will be listed in order of seniority.

3. Upon determination that an emergency exists (or that an emergency is continuing and mandatory call-backs are required), the Union president or his/her designee will be invited to assist in calling employees on the affected emergency overtime list(s). Employees on the emergency overtime lists shall be contacted first in the following order: 1) from the responsible division or work group, by classification and overtime equalization order; 2) other qualified employees in seniority order. (Note: Emergency overtime hours shall not be reflected on overtime equalization records for employees outside the responsible work group or division).

4. Employees that signed the emergency overtime list(s) may only refuse to work overtime for good cause, which shall initially be determined by the supervisor responsible to contact the employee, in conjunction with the Union president/designee (see paragraph 3, above). Employees known to be on sick leave for eight (8) or more hours immediately preceding the emergency leave, will not be contacted. Employees on vacation or personal leave, if contacted, may initially decline the overtime assignment; however, emergency and manpower conditions may require a subsequent contact and order to report for work. Employees known to be on bereavement leave will not be contacted for work. Any problems experienced by the contacting supervisor with an individual employee, shall be entered on an incident report and submitted to the review committee established in paragraph 13 for review.

5. If insufficient number of employees are able or available to work after exhausting the applicable emergency overtime lists employees in the affected work group or division who are known to

be qualified, but who did not volunteer for emergency overtime work, will be similarly contacted, and ordered to work the overtime, in the order of overtime equalization. Similar to paragraph 4, above, these employees may only refuse the emergency overtime for good cause.

6. If additional qualified employees are still needed for the emergency overtime operation, the City may use any other qualified individuals on a voluntary (paid) basis, including but not limited to, members in other departments that did not sign the emergency overtime list(s).

7. In any case, the following provisions of the 1989-92 labor agreement, where inconsistent with this agreement, shall not apply under emergency overtime situations:

A. Article 9, Section 1E, Distribution of Overtime.

B. Article 6, Section 1, Out of Class Assignments.

8. The City agrees that employees called back in emergency overtime situations shall be provided, insofar as practical under the circumstances, the same equipment (including truck assignments) that the employee in the classification is assigned during the employee's normal work day or work week.

9. In no case will employees involuntarily be worked more than sixteen (16) hours in a twenty-four (24) hour period (as computed from the employee's normal starting time).

10. Employees who work four (4) consecutive hours in an emergency overtime situation, and who are scheduled to work at least two (2) additional hours, shall be granted a one-half (1/2) hour paid break. Additional short breaks, as appropriate and consistent with past practice, may be taken.

11. The City agrees to provide reasonable sleeping facilities for the employees required to work emergency overtime for extended periods. Similarly during emergency overtime situations lasting extended periods of time, the City shall make food available for employees required to work.

12. If an employee has already worked at least sixteen (16) hours on the previous twenty-four (24) hour period, he/she may be excused from all or part of the employee's regularly scheduled shift, and may request and use accrued paid leave to cover the regularly scheduled shift. Sick leave used under these circumstances shall not be considered as an occurrence for purposes of the General Requirements.

13. Disputes arising out of this Agreement, or assignments made hereunder, shall be referred to a review committee comprised

of the Union president (or designee), a management representative from the affected department, and a third person selected by the first two (2). A majority decision of the review committee members shall be final and binding upon the City, employee affected and the Union.

14. The above terms and conditions shall govern emergency overtime operations throughout the term of the 1989-92 labor agreement, or until specifically amended or superceded in writing and executed by the parties. These terms and conditions may also be extended after the expiration of the 1989-92 labor agreement by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands this 26 day of June 1990.

FOR THE CITY:

BY ITS MAYOR:

Terry J. McKeane  
Terry J. McKeane

BY ITS CLERK:

James Blair  
James Blair

FOR THE UNION:

BY ITS PRESIDENT:

Leon A. Hilton  
Leon A. Hilton

BY ITS VICE PRESIDENT:

Cy Clark  
Cy Clark

Alan P. Kent  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Paul J. Romanos  
CERTIFICATION OF AVAILABLE  
FUNDS BY CITY CONTROLLER, *Opportunity*

Richard P. Futner  
LABOR RELATIONS DEPARTMENT



## APPENDIX I

### LETTER OF AGREEMENT REGARDING

#### TWELVE HOUR SHIFTS AT WASTEWATER PLANT

It is the desire of both the City of Lansing and the Lansing Area Public Employees to try out a four (4) day work schedule with variable eight (8) and twelve (12) hour shifts for certain employees at the Wastewater Plant. Both parties recognize that this schedule varies from the contractually established normal work week of five (5) days and work day of eight (8) hours, and that this change is not being implemented for the purpose of avoiding overtime. Both parties also understand that the negotiation over implementing this variable schedule does not limit or change the rights of the City under the Agreement to establish work schedules and make assignments.

The parties agreed to implement four (4) day shifts, as described in this Memorandum of Understanding, for an indefinite period for all employees at the Wastewater Plant that work in seven (7) day, 24 hour operations. The City will not discontinue this schedule without giving the affected employees 28 days' notice.

The parties also agreed to implement a new method of recording overtime worked in the Wastewater Division, as described more fully below.

The collective bargaining agreement, except as noted herein, will not be changed. Application of certain benefits and employment conditions were discussed, however, and clarification of how those matters will be interpreted and applied as set forth below.

1. A work day, for purposes of scheduling and overtime, will begin and end at 12:00 midnight.
2. Overtime: Overtime compensation shall continue to be due for time worked in excess of the normal, scheduled work day, which may be either an eight (8) or twelve (12) hour shift (as noted above).

It is the intention of the parties to limit consecutive work hours to a maximum of sixteen (16). In the event that an employee does not work his/her scheduled shift, the City may require an employee to remain on the job, on overtime status, until the earlier of a maximum of sixteen (16) hour shift or until a replacement can be obtained.

When seeking a replacement for a scheduled employee, the City will use the low overtime hours list as a basis. Personnel will be contacted for overtime work periods of four (4) hours or more based on the number of hours for which they are available, keeping in mind

the 16-hour limit. Overtime balance differentials of eight (8) or fewer hour will not be binding upon the City.

If the low overtime employee, is contacted and expresses a desire not to work, the shift or portion thereof, the City will make reasonable attempts to find another available employee to work the overtime. However, if no other employee volunteers to work the uncovered hours, the low overtime employee available for that shift or portion thereof may be recontacted and ordered to work the overtime.

3. Overtime Records: Overtime hours will be carried forward for the calendar year with all employees going to zero (0) on January 1 of each year. Subtracting at the beginning of each shift change will not be continued.

Overtime records will be updated daily and posted at least weekly. Overtime scheduled in advance during the work week will be added to the overtime records at the time the work is scheduled, rather than waiting for the time to be worked.

4. Weekend Overtime: Those employees working twelve (12) hour shifts will be paid time and one-half (1 ½) for overtime worked on the fifth and sixth days (i.e., first and/or second days off) of an employee's scheduled work week; double time will continue to be paid for overtime worked on the seventh day (i.e., last day off) of the affected employee's schedule.
5. Work Breaks: Employees may take a work break during each four (4) hour segment of a twelve (12) hour shift. Affected employees will continue the current practice of taking meals on duty time, at the work site, as the work load allows.
6. Night Premium: Those employees working twelve (12) hour shifts shall be paid night premium for all hours worked between 4:00 p.m. and 8:00 a.m. The current practice of paying employees working eight (8) hour afternoon and night shifts a premium for the full shift shall continue.
7. Paid Leave: Generally, leave days shall be considered as eight (8) hour leave periods, and shall be both used and accrued on the basis of hours earned. For example, bereavement leaves will be computed as 40 and/or 24 hour periods, as applicable; vacation, personal and sick leaves will be accrued on eight (8) hour increments, rather than work days.

In the cases of jury duty, witness and military leaves, scheduled in advance, the City may reschedule the employee on a five (5) day, eight (8) hour work schedule for the applicable period.

8. Holidays: Eligible employees shall continue to be eligible to receive eight (8) hours of (straight time) holiday pay on the applicable date, regardless of scheduled hours of work on the holiday.
9. Other: For any benefits or employment conditions not specifically covered here, but which are impacted by the change in work day and work week resulting from this Agreement, it is the parties' understanding and intent that appropriate adjustments will be made consistent with the above examples, and consistent with a philosophy that neither the City nor any employee should be unduly enriched or handicapped by an adjustment based on the schedule change.
10. Although it is within management's right to make work assignments, management will make an effort to not routinely assign work in another area of the plant to operators on the D3 shift. All D3 operators will be scheduled to work the 8:00 a.m. to 4:30 p.m. shift on Thursdays, unless otherwise scheduled for special projects and/or to cover an operating shift.

Problems or questions may arise that are not specifically dealt with in this Agreement. If that occurs, attempts will first be made by the Union and City management employees at the Wastewater Plant to deal with those situations as they arise. Any problem not resolved at that level will be proper subject for a special conference between the Union and the City.

Either party may initiate a special conference, in order to review their experiences with the schedule, and to determine whether the program shall be continued for the duration of the current labor agreement and, if so, whether any changes or refinements are appropriate.

The above Memorandum of Understanding incorporates applicable parts of the former Appendix K, "Letter of Agreement Regarding Twelve Hour Shifts at Wastewater Plant" and "Amendment to Twelve Hour Shift Agreement."

IN WITNESS WHEREOF, the parties have set their hands this 21<sup>st</sup> day of ~~June~~ 1998.

*April*  
FOR THE UNION:

FOR THE CITY:

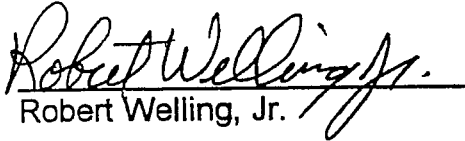
BY ITS PRESIDENT:

  
Leon A. Hilton

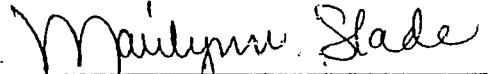
BY ITS MAYOR:

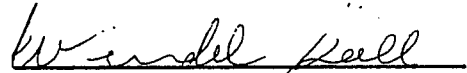
  
DAVID C. HOLLISTER

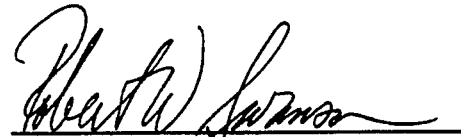
BY ITS VICE PRESIDENT:

  
Robert Welling, Jr.

BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX J

MEMORANDUM OF UNDERSTANDING  
REGARDING  
OVERTIME POLICY  
WASTEWATER DIVISION

The following is the general policy of the Wastewater Division for overtime equalization of UAW personnel.

1. The overtime hours of all UAW personnel will be updated and posted at least weekly. Work area supervisors will maintain a daily record of overtime and update their lists accordingly.
2. The updated daily list will be used in determining the low overtime person.
3. Overtime scheduled in advance to be worked during the week of record (Monday through Sunday) will be included in the employee's overtime hours during that week in determining the low overtime person.
4. The overtime hours to be used for the purpose of pre-scheduling will be the hours the employees have on the day that the pre-scheduling is completed taking into consideration Item 3 above.
5. All overtime hours will be posted on the basis of straight time hours paid. Example: An eight hour overtime shift available at time and a half will be charged 12 hours. Double time would be 16 hours.
6. When an employee has a paid leave of four (4) or more hours, they will be considered on leave and unavailable for overtime from when they depart the plant site at the end of their last scheduled shift of work until they return on the next scheduled work shift. If there are scheduled days off between the last work shift and the first scheduled shift back to work, the days will be considered as part of the leave period. This means the employee will not be called in low overtime order while off work on paid leave and associated days off and will not be charged as unavailable during that time. The employee will be contacted for available overtime during this period when the shift cannot be filled by other personnel. If you refuse or are unavailable for the overtime, it will not be charged. Any hours worked will be charged.
7. The work week will be Monday through Sunday with the work day beginning at midnight for all shifts.
8. Overtime will first be offered to those persons assigned to the work area with the need. Employees of the same classification in other work areas trained in the area of need will

be next, and then other bargaining unit employees trained in this area. Work areas are: primary treatment, secondary/tertiary treatment, and dewatering/solids handling. If there is no UAW employee available for the vacant shift, the employer may move working UAW personnel to a different work area to expand the pool of UAW personnel available for the overtime shift.

9. When an employee is asked to work overtime in an area out of their classification, the employee will not be charged for the overtime for equalization purposes if they refuse or are unavailable. All overtime hours worked will be charged.
10. New personnel or transfers into a new area will be assigned overtime hours equal to the highest person in the area when they are designated available to work overtime.
11. Persons on workers' compensation, disability leave, or other leave of absence will not be contacted or charged for the overtime during the period of leave. Upon return to work and being designated available for overtime, the employee will be assigned the overtime hours equal to the low overtime person in the work area.
12. When maintenance personnel are working on a job that must be continued past the end of the shift, those persons working on the job during the straight time hours will have first opportunity to continue the job and work the overtime regardless of onetime hours. If additional personnel is required they will be asked on low overtime hours basis. All hours worked or refused will be charged.
13. Scheduled maintenance overtime work will be done on low overtime hours basis.
14. Relief operators will be equalized with the other operators in the work area.
15. Persons working on rotating shifts will not leave their work area until relieved or authorized by the supervisor.
16. The designated on-call Pump Station crew members will be called first and shall respond. Additional workers will be called in order listed on the emergency call list. The on-call assignment will be rotated weekly. Completion of a job started on straight time will first be offered to the crew doing the straight time work. If they decline, the job will be assigned to the designated on-call person. With prior notice to the supervisor, crew members can switch scheduled on-call assignment weeks.

IN WITNESS WHEREOF, the parties have set their hands this 9<sup>th</sup> day of May 2001.

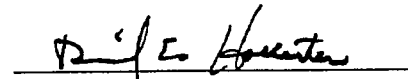
FOR THE UNION:

FOR THE CITY:

BY ITS PRESIDENT:

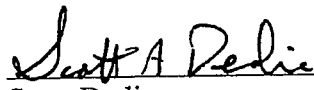
BY ITS MAYOR:

  
Leon A. Hilton


  
DAVID C. HOLLISTER


BY ITS VICE PRESIDENT:

BY ITS CLERK:

  
Scott Dedic

  
STEVE E. DOUGAN

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX K

LETTER OF UNDERSTANDING  
JOINT LABOR-MANAGEMENT COMMITTEE  
PARKS AND RECREATION DEPARTMENT

During the 1997-2000 contract negotiations the UAW, Local 2256 and the City of Lansing have agreed to continue a Joint Labor-Management Committee at the City's Parks and Recreation Department.

The Committee shall continue for one year from the date of ratification of the Agreement. Any continuation of the committee shall be mutually agreed upon by both parties. At the end of one year an evaluation shall be completed on the effectiveness of the Joint Labor-Management Committee.

A Joint Labor-Management Steering Committee shall jointly make all decisions concerning the dimension of the committee.

The Steering Committee shall be the consensus problem-solving mechanism of the Joint Labor-Management Committee.

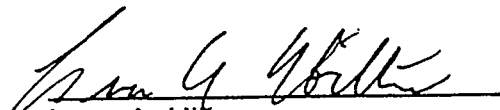
Training for such Joint Labor-Management Committee shall be provided by the bargaining unit Education and Training Fund, up to a maximum expenditure of \$500.00.

FOR THE UNION:

FOR THE CITY:

BY ITS PRESIDENT:

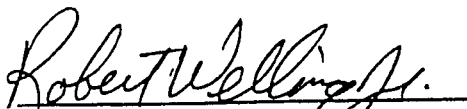
BY ITS MAYOR:

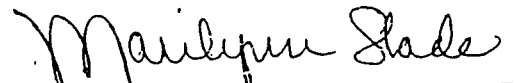
  
Leon A. Hilton

  
DAVID C. HOLLISTER

BY ITS VICE PRESIDENT:

BY ITS CLERK:

  
Robert Welling, Jr.

  
MARILYNN SLADE



Wendell Hall

APPROVED AS TO FORM BY  
CITY ATTORNEY

Robert Williams

I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR

Doris A. Schering  
LABOR RELATIONS

APPENDIX L

LETTER OF AGREEMENT  
BETWEEN THE CITY OF LANSING AND  
UAW LOCAL 2256

PREFUNDING OF POST-RETIREMENT HEALTH CARE

WHEREAS, the City of Lansing is currently paying the cost of health insurance for retirees, and that cost has grown significantly in recent years and may continue to increase significantly in the future; and

WHEREAS, United Auto Workers Local 2256 and the City of Lansing are desirous of continuing to provide quality health care for retirees in the future; and

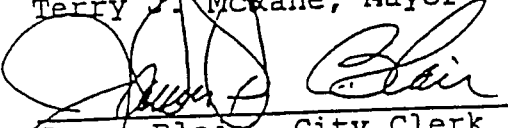
WHEREAS, the City of Lansing's General Employee's Retirement System Pension Fund currently contains a surplus, known as the "contingency Reserve Fund"; therefore, the City of Lansing and the UAW Local 2256 do agree as follows:

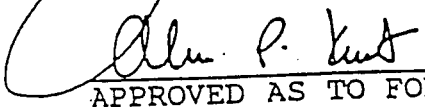
Consistent with General Employee's Retirement System Board policy, 80% of the Retirement Contingency Fund identified in the actuarial report for December 31, 1988 may be used to prefund a health care plan for retirees with the following general outline:

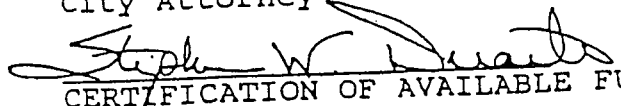
To create a fund which will be actuarially determined and recommended (in accordance with reasonable actuarial assumptions regarding interest and inflation rates, the rate of increase in the cost of health care premium consistent with Draft #4 of proposed amendment to part 7 Chapter 292, of the Codified Ordinance, of the City of Lansing, etc.) and to begin to provide funds to pay retirees' health care insurance premiums in the future.

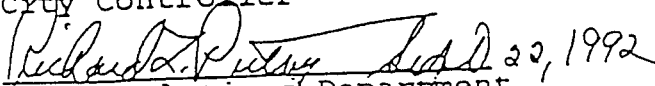
FOR THE CITY:

  
Terry J. McKane, Mayor


  
James Blair, City Clerk

  
APPROVED AS TO FORM BY  
City Attorney

  
CERTIFICATION OF AVAILABLE FUNDS BY  
City Controller

  
Labor Relations Department

FOR THE UNION:

  
Leon A. Hilton, President

APPENDIX M  
MEMORANDUM OF AGREEMENT  
CLEAN-UP TIME

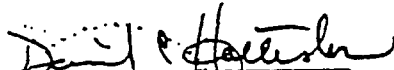
It is understood that a memorandum of understanding is forthcoming regarding appropriate personal clean-up time, tool return and paperwork completion at the end of the shift shall be the following:

- 1) personal clean-up time 15 minutes
- 2) tool return and paperwork completion 15 minutes

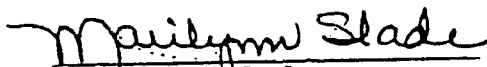
This applies only to maintenance workers and employees working with the same at the Waste Water Treatment Plant Division. Clean-up time is no more than 30 minutes prior to the end of the shift. This shall resolve any proposals on Article 9, Section 1(1) and grievance #L-12-394.


FOR THE CITY:


BY ITS MAYOR:

  
David C. Hollister

BY ITS CLERK:

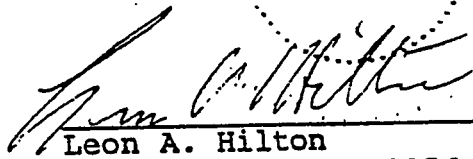
  
Marilynn Slade

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

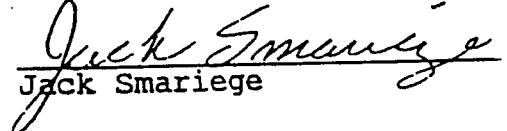
  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, FINANCE DIRECTOR

  
LABOR RELATIONS

FOR THE UNION:

  
Leon A. Hilton  
President, Local 2256

BY ITS VICE PRESIDENT

  
Jack Smariege

## APPENDIX N

### MEMORANDUM OF UNDERSTANDING REGARDING POST-RETIREMENT PENSION ADJUSTMENT

The City and Union agreed during the course of negotiations of the 1997-2000 Collective Bargaining Agreement, as a permissive subject of bargaining and without any future obligations to negotiate over the issue, to discuss a pension adjustment for retirees. In the course of discussions the following terms and conditions for pre-funding of health care and cost of living adjustments for the defined benefit retirement plan were agreed upon utilizing the analysis of the City's actuarial firm, Gabriel, Roeder, Smith & Company:

1. The adjustment will be cost neutral to the City of Lansing.
2. The City will request the employee retirement board to change the actuarial rate of return from 7% to 8% to fund the desired benefit changes.
3. The existing contingency reserve within the retirement system after changing the assumed rate of return will be used as an additional resource for the benefit changes.
4. The parameters for the recommended changes will be as follows:
  - A. The reduction in the City contribution resulting from changing the assumed rate of return shall be used for pre-funding of health care.
  - B. The contingency reserve will be eliminated.
  - C. The assets of the contingency will remain in the retirement system for the benefit of (newly created) member reserve fund.
  - D. From the member reserve fund a lump sum amount will be transferred to the retirement reserve fund to create a minimum pension benefit (this is a one time increase). The minimum pension is based on \$150 for each full year of service and \$100 for each year since retirement. The increase will be reduced based on the benefit option chosen at retirement.
  - E. The balance of the member reserve fund will be used as follows:
    1. 25% of the investment income will be set aside to increase the principal balance of the member reserve fund.

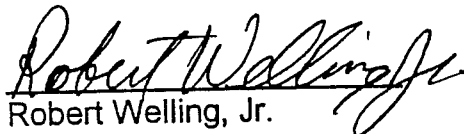
2. 37.50% of the investment income will be used to prefund health care.
3. 37.50% of the investment income will be used to fund a fixed annual increase in retirement benefits for all members with a minimum of 8 years of service (unless benefits result from a duty death), who are at least 60 years of age. The fixed amount will be determined by the actuary and is expected in year one to be approximately \$150 or 3% whichever is less. The increase will be adjusted at least every five years as recommended by the actuary. The increase will be reduced based on the benefit option chosen at retirement.

FOR THE UNION:

BY ITS PRESIDENT:

  
Leon A. Hilton

BY ITS VICE PRESIDENT:

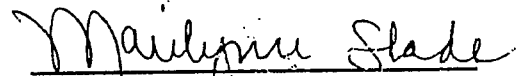
  
Robert Welling, Jr.

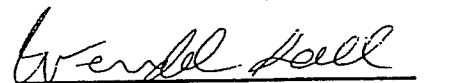
FOR THE CITY:

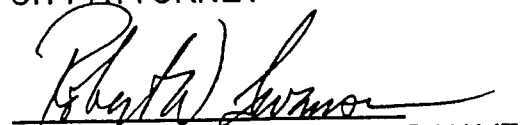
BY ITS MAYOR:

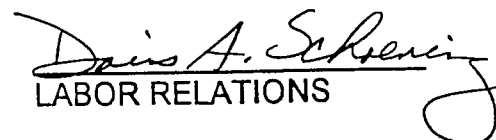
  
DAVID C. HOLLISTER

BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX O

MEMORANDUM OF UNDERSTANDING  
REGARDING  
REVIEW OF LICENSED CLASSIFICATIONS

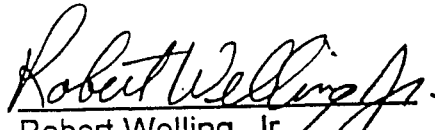
During the negotiations of the 1997-2000 Collective Bargaining Agreement between the City of Lansing and the United Automobile Workers, Local #2256, Lansing City Unit, the parties discussed the Union's proposal to conduct a review of U.A.W. bargaining unit positions currently required to possess pesticide and/or commercial drivers licenses but which may not be utilized by the employee in the position. In order to conclude the negotiations of the new Collective Bargaining Agreement in a timely manner and address the Union's concerns on this issue, the parties agreed to the following:

- \* The parties will discuss the list of specific positions identified by the Union that currently require a pesticide and/or commercial drivers license which may have not been utilized.
- \* Such discussion will commence and conclude prior to expiration of the 1997-2000 Collective Bargaining Agreement.
- \* The City retains its right to assign duties and determine qualifications.

FOR THE UNION:  
BY ITS PRESIDENT:

  
Leon A. Hilton

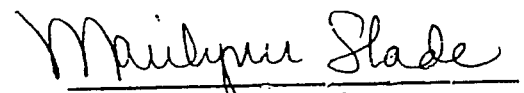
BY ITS VICE PRESIDENT


  
Robert Welling, Jr.

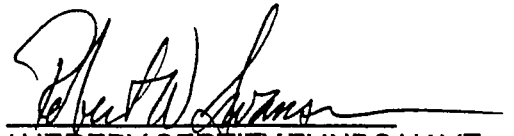
FOR THE CITY:  
BY ITS MAYOR:

  
DAVID C. HOLLISTER

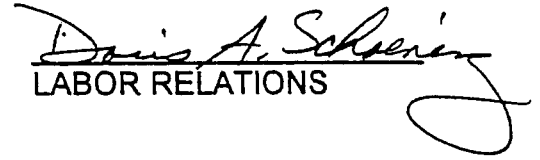
BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY



I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR



LABOR RELATIONS

APPENDIX P

MEMORANDUM OF UNDERSTANDING  
REGARDING  
BARGAINING UNIT WORK

During the course of the 1997-2000 collective bargaining negotiations, the Union cited supervisory employees performing UAW Local #2256, Lansing City Unit, bargaining unit work as an issue requiring special attention. In order to deal with the Union's consternation over this issue, the City affirms that it will take reasonable steps to address this matter with the offending supervisors. As an initial measure, the City will conduct supervisory training on the UAW Collective Bargaining Agreement with special emphasis on Article 9, Section 1K.

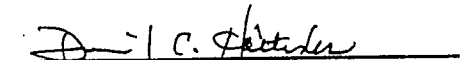
FOR THE UNION:  
BY ITS PRESIDENT

  
Leon A. Hilton

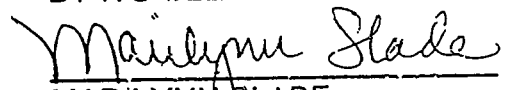
BY ITS VICE PRESIDENT:

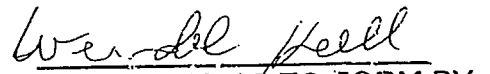
  
Robert Welling, Jr.


FOR THE CITY:  
BY ITS MAYOR:

  
DAVID C. HOLLISTER

BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS



APPENDIX Q

AMENDED MEMORANDUM OF UNDERSTANDING

Between

CITY OF LANSING

And

UAW LOCAL 2256

LANSING CITY UNIT

Regarding the

STATUS OF WAGES & BENEFITS DURING MILITARY LEAVE

The City of Lansing and the UAW Local #2256, Lansing City Unit express their joint concern over the impact on wages and benefits for employees and their families in the event any full-time employee is called to active military service and placed on military leave of absence during this current period of national emergency (Afghanistan/Iraq wars which began in the fall of 2001).

- I. Employment and Benefit Rights under Federal Law – The City shall provide all employment and benefit rights as required by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly known as “USERRA”.

It is the intent of this memorandum to provide a uniform policy for all full-time employees with regard to the status of wages and benefits during this compulsory call to active military service. It is the City’s purpose to provide wages and benefits above and beyond that which is required by law so that no employee or family of an employee called to active duty suffers financial hardship as a result of his/her compulsory call to active military service. This memorandum is intended to provide these additional wage and benefit supplements for a period of up to six (6) months, subject to review, revision and renewal and should not be construed to permanently modify the existing collective bargaining agreement between the parties.

- II. Wages – Any employee covered under the provisions of this Memorandum of Understanding shall receive a wage supplement equal to the difference between 110% of the base wage of the position the employee held with the City at the time of his/her compulsory call to active military service and the base wage that he/she is paid by the government for such active military service. The City must receive a military base pay statement or equivalent. Upon verification of the employee’s base military pay, the City will calculate and pay a wage supplement. The employee is responsible for providing the City with notice of any increase in military base pay during the period covered by this Memorandum of Understanding.

An employee who would have been eligible for merit step increases in his/her base pay were it not for the call to active military service shall receive such increase as it normally would occur and the wage supplement shall be adjusted accordingly.

III. Health and Dental Coverage and Opt-Out Provisions – Health and dental insurance coverage for the employee and his/her dependents shall continue for the period of this Memorandum of Understanding. An employee who is required to pay any differential in health care premiums due to his/her election of an optional health care plan (not the base health care plan) shall continue to be responsible for the premium differential. The City shall continue to make a payroll deduction from the employee's paycheck to the extent that the employee has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter.

IV. Life and Disability Insurance – Current City-paid life insurance coverage for the employee, limited to the terms and conditions of the policy in effect, which excludes accidental death and disability while in compulsory active military service, shall be extended at the City's expense for the period of this Memorandum of Understanding. Other City-paid disability insurance coverage (i.e. Sick and Accident Insurance), limited to the terms and conditions of the policy in effect, shall be extended at the City's expense for the period of this Memorandum of Understanding.

Current employee-paid life insurance coverage for dependents, if any, shall be extended at the employee's expense for the period of this Memorandum of Understanding. The City shall continue to make a payroll deduction from the employee's paycheck to the extent that that the employee has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter.

V. AFLAC-Related Options, Benefits and Savings Accounts – Elections currently in effect at the time the employee enters active military service shall remain in effect for the duration of the benefit year. The City shall continue to make a payroll deduction from the employee's paycheck to the extent that the employee has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter.

VI. Benefits Requiring Annual Election – All benefits requiring an annual election, including Opt-Out, AFLAC-related options and healthcare providers shall continue in effect for employees called to active military service, unless the City is notified of a change in election by the employee. Any requested changes by the employee shall take effect after the next open enrollment period or qualifying event changing the employee's status.

VII. Deferred Compensation Deductions – Deferred compensation deductions will remain in effect to the extent there is adequate net pay available. Under Federal law, for calendar year 2001, an employee cannot contribute more than twenty-five percent (25%) of gross pay received from the City of Lansing or eighty-five hundred dollars ((\$8,500), whichever is lower. For calendar year 2002, the twenty-five percent (25%) test has been eliminated and the annual limited increases to eleven thousand dollars (\$11,000). These maximums

will be adjusted during the duration of this Memorandum of Understanding to reflect the limits imposed under Federal Law.

- VIII. Other Payroll Deductions – Credit Union deductions will remain in effect to the extent there is not pay available for the full deduction amount. Friend of the Court and other mandatory deductions (including Union dues, unless waived by the Union), will be made to the extent there is net pay available.
- IX. Seniority – Seniority of the employee shall continue to accumulate as if he/she had not been called to compulsory military service.
- X. Defined Benefit Employees – Any employee who receives a compulsory call to active military service shall continue to accrue retirement service credits for the period of his/her compulsory military service for the period covered by this Memorandum of Understanding, as follows:
- A. Employee returns to City Employment: The employee shall be credited with all retirement service credits for the period of compulsory military service, provided that the employee makes application to return to work within ninety (90) days of his/her discharge from compulsory military service. During the period of compulsory military service, the City shall continue to make a payroll deduction equivalent to the contractually required, employee contribution percentage of the annual base pay of the position the employee held at his/her compulsory call to active service. The City shall continue to make a deduction from the employee's paycheck to the extent that he/she has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter and may make such payment upon his/her return to employment with the City.
- B. Voluntary Retirement: The employee may file for retirement from the City during his/her compulsory active military service, provided he/she would have been eligible to retire were it not for his/her compulsory call to active military service. Upon request and after completion of forms required by the City, the employee may retire. Where the employee does not return to work following completion of compulsory active military service, retirement benefits shall be based upon the retirement service credits the employee accumulated prior to the start of compulsory military service. All wages and benefit provided under this Memorandum of Understanding shall cease for an employee who retires from the City of Lansing under this section.
- C. Non-Duty Disability: An employee who becomes disabled during compulsory active military service and who would have otherwise qualified for a non-duty disability benefit had it not been for his/her leave for compulsory active military service, shall qualify for non-duty disability retirement, subject to the requirements of the applicable Employee or Police and Fire Retirement System.

- D. **Non-Duty Death:** An employee who dies during compulsory active military service and who would have otherwise qualified for a non-duty death benefit had it not been for his/her leave for compulsory active military service, shall qualify for a non-duty death benefit, subject to the requirements of the applicable Employee or Police and Fire Retirement System.
- XI. **Leave Time** – An employee will continue to accrue leave time while on compulsory military service under the terms of the applicable collective bargaining agreement, provided that he/she returns to work within ninety (90) days of completion of active military service.
- XII. **Employment Status** – It is agreed and acknowledged that the employee is not considered to be in the course of employment with the City of Lansing during his/her time of military leave of absence for active military service during this period of national emergency.
- Where the employee remains on active military service and does not return to work within ninety (90) days of completion of compulsory active military service related to this national emergency, the employee shall not be returned to City employment and all benefits provided in connection with leave for compulsory active military service shall cease.
- XIII. **Grievances** – None of these provisions are subject to the grievance procedure under the parties' collective bargaining agreement.
- XIV. By the Mayor's powers, in accordance with the applicable personnel rules, the same wage supplement and benefits provided for in this Memorandum of Understanding shall be extended to all other full-time employees of the City of Lansing who are called to active military service during this period of national emergency.

The duration of this Memorandum shall be effective when signed through the expiration of the contract (October 6, 2008).

Signed this 14<sup>th</sup> day of September, 2007:

FOR THE UNION:



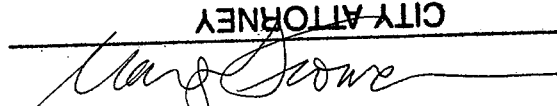
Scott A. Dedic, President  
UAW Local #2256,  
Lansing City Unit

FOR THE CITY:



Susan C. Graham  
Labor Relations Manager

CITY ATTORNEY



APPROVED AS TO FORM

APPENDIX R

MEMORANDUM OF UNDERSTANDING

Between

CITY OF LANSING

And

UAW LOCAL 2256

LANSING CITY UNIT

Regarding the

UNIVERSAL PURCHASE OF SERVICE CREDIT

Members of the City of Lansing Employees Retirement System ("ERS") shall be eligible to purchase up to three (3) years of service credit for retirement provided: 1) The employee shall submit a written request to purchase time to the City Finance Director and the ERS Retirement Boards. 2) The employee requesting to purchase service credits shall pay the costs of the actuarial evaluation of the cost of adding such universal time to his/her retirement service credit. The employee electing to exercise the right to purchase service credit shall make such election in writing and make full payment for the cost of such service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial service shall be performed by the actuary of the ERS Retirement System of the City of Lansing and costs determined by said actuary shall be considered final and binding upon the City and the employee. 3) Retirement medical benefits shall not be provided during purchased service credit time.

The purchase of service credit shall not accelerate the member's eligibility for retiree health care. The purchase of time under this provision does not count toward the vesting of retiree health care.

The attached proposed amendment to Ordinance 292.144 Employees Retirement System sets forth in detail the substantive terms of the Universal Purchase of Service Credit and is hereby incorporated by reference.

This Memorandum and the attached proposed amendment to Ordinance 292.155 constitute the entirety of the agreement between the parties.

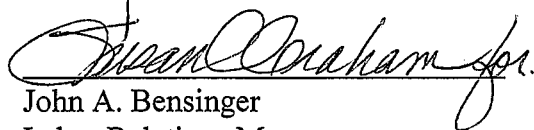
This Memorandum is effective the 3<sup>rd</sup> day of January, 2006.

FOR THE UNION



Scott Dedic  
President, Local #2256

FOR THE CITY



John A. Bensinger  
Labor Relations Manager

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**Agreement Between**  
**CITY of LANSING, MICHIGAN**  
**and**  
**LANSING CITY UNIT**  
**LOCAL 2256, U.A.W.**

**October 3, 2004 To October 6, 2008**



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## P R E A M B L E

This contract is entered into between the City of Lansing, Michigan, a municipal corporation (hereinafter referred to as the "City") and the Lansing City Unit, Local 2256, UAW (hereinafter referred to as the "Union").

## ARTICLE 1

### DECLARATION OF POLICY

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 Union, the employees, and the City.

## ARTICLE 2

### MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter, the Lansing Code, and any modifications made thereto, and any resolution passed by the City elected officials except as expressly abridged by this Agreement. Further, all rights which ordinarily vest in and are exercised by the Employer except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to determine the number, location and type of facilities and installations;
- D. to determine the size of the work force and increase or decrease its size;
- E. to hire, assign and layoff employees;
- F. to direct the work force, assign work and determine the number of employees assigned to operations;

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G. to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content, and classification and to establish wage rates for any new or changed classifications, subject to the provisions of Article 8, Classifications;

H. to determine lunch, rest periods, and cleanup times, the starting and quitting time and the number of hours to be worked;

I. to establish work schedules;

J. to adopt, revise and enforce working rules and general requirements and carry out cost and general improvement programs, subject to Appendix B, General Requirements;

K. to transfer, promote and demote employees from one classification or department to another;

L. to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;

M. the sole right to determine what, if any, parking privileges will be granted;

The City agrees that the rights of the Union are specifically listed in this contract, that all subjects not specifically listed in this contract are retained by the City, and the Union agrees that Article 2 of this contract, Management Rights, shall not be the subject of any grievance whatsoever. However, nothing contained in Article 2 shall mean that the Union may not or cannot grieve regarding other articles or sections of the contract.

### ARTICLE 3

#### RECOGNITION OF THE UNION

SECTION 1. Definition of the Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act No. 336, Public Acts of Michigan, 1947, as amended, the City does hereby recognize the Union as the exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, for the duration of this Agreement, of all employees of the City included in the bargaining unit described below:

All employees of the City of Lansing Parks and Recreation, Public Service, Planning and Neighborhood Development and Management Services Departments who are performing bargaining unit work (including seasonal employees) but excluding: casual employees, secretaries, clerks, school crossing guards, confidential and supervisory personnel.

SECTION 2. Others Excluded. The parties acknowledge that the employees in the following programs, or performing the following work, as evidenced by job descriptions provided to the Union during 1987 negotiations, are not included in the bargaining unit.\* These were so called "contract employees" in the Parks and Recreation Department:

Landscape Designer/Intern  
Horse Patrol Person (certified police officer)  
Coordinator/Attendant  
Ice Ranger  
Starter  
Concession Aide  
Activity Aide/Leader/Instructor  
Umpire  
Coach  
Referee/Official  
Scorer  
Leisure Recreation Specialist  
Pool Manager/Asst. Manager  
Lifeguard  
Special Events Leaders

\*Maintenance employees are not excluded from the bargaining unit.

SECTION 3. Union Security.

A. Maintenance of Membership. An employee who is a member of the Union on the effective date of this Agreement or who becomes a member during its term shall, as a condition of continuing employment, continue his/her membership in the Union for the duration of this agreement, to the extent of paying an initiation fee, if any is required, and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

B. Modified Union Shop. Newly hired employees covered hereby shall, as a condition of continuing employment, become members of the Union within ten (10) days after their thirtieth (30th) day of employment by the City, and shall maintain their membership in the Union for the duration of this Agreement, to the extent of paying an initiation fee, if any is required, and the membership dues uniformly required; all other employees of such unit shall pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for the representation.

1. Employees who do not comply with the above requirements within thirty (30) days after written notice is served to the Employer by the Union, shall be issued a voluntary resignation by the City.
2. This section shall not be interpreted as negating the terms of this Agreement regarding probation, as found in Article 5, Section 3 and elsewhere in the Agreement.

C. Indemnification. The Union shall indemnify and save the City harmless from any and all legal claims, demands, suits or any other forms of liability arising from this section.

SECTION 4. Checkoff.

A. The City agrees to deduct from the pay of employees covered hereby, the Union's initiation fee and dues and/or service fee owed pursuant to Section 3 above, once each month for the duration of this Agreement. Such deduction and any other deduction pursuant to this Agreement will not be made from pay for the same pay period. This duty to checkoff shall be subject to the following subsections.

B. The Union shall furnish and obtain from each of its members and shall deliver to the City's Labor Relations Manager, a signed copy of a written authorization for the above deduction of money owed the Union, on the Union's standard form for this purpose. Such form shall comply with the requirements of any State or Federal law, as interpreted by the U.S. Department of Justice.

1. Any deduction authorization form, furnished by the Union, which the City believes to be incomplete or in error, will be returned to the Union Secretary with written notation of the reason(s) for its return, and no checkoff shall be made under such form until the deficiency is corrected.

2. Any dispute about a Union deduction authorization form shall be discussed between the City's Labor Relations Manager and the Union's Secretary. If they are unable to resolve the matter, the Union shall submit it in Step 4 of the grievance procedure.

C. The City shall checkoff only obligations which come due at the time of checkoff, and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

D. The City will send to the Union's Treasurer a check in the amount of each deduction made, with a list and a 3.5 computer diskette indicating the name, address, social security number, and amount of dues deducted from each member no later than two (2) weeks after the pay day in which dues were deducted.

E. The City's remittance will be deemed correct if the Union does not give written notice to the City's Finance Director, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union initiation fee and/or dues and/or service fees. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

G. The Union shall send to the City's Labor Relations Manager a list of all City employees who pay dues and/or service fees direct to the Union and of any changes thereafter.

H. The City will provide each newly hired employee within the bargaining unit with a letter of introduction and a dues deduction authorization card from the UAW Local 2256. The letter of introduction shall be furnished to the City by the Union. The City retains the right to review the letter of introduction and any revisions prior to any obligation to distribute the same. The City's failure to distribute the letter of introduction shall not be a grievable matter under this Agreement. Any dues deduction authorization cards turned into Personnel will be accepted and forwarded to Labor Relations.

## ARTICLE 4

### UNION REPRESENTATION

SECTION 1. Stewards. The employees covered by this contract will be represented by stewards in the following work areas.

#### Public Service Department

Operations & Maintenance	
Service Garage	1 steward
Other work groups	2 stewards
Wastewater	2 stewards

#### Parks and Recreation Department

Oak Park Garage	1 steward
Oak Park Security	
Forestry	
Potter Park/Zoo	1 steward
Golf and Washington Ice	1 steward
Facilities & Maintenance	
Grounds & Landscape Maintenance	2 stewards

#### Management Services Department

Building Maintenance	1 steward
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Central Garage

1 steward

Planning and Neighborhood Development Department

Transportation and Parking Office

1 steward

In the absence of one of the above stewards, the chief steward may appoint an alternate steward by notifying the City's Labor Relations Manager in writing. The Labor Relations Manager will then notify the immediate supervisor of the alternate steward's status.

In the event the City reorganizes any department or division, the Union will be notified at least thirty (30) days in advance of the anticipated effective date of the reorganization and will be afforded the opportunity to designate a reasonable redistribution of the steward assignments established in this Agreement; any such assignment change shall be subject to the actual implementation of the reorganization. In the event the City effects a staff realignment, the Union will be notified as soon as practical in advance of the effective date of the realignment and will be afforded the opportunity to designate a reasonable redistribution of the steward assignments established in this Agreement; any such assignment change shall be subject to the actual implementation of the staff realignment.

SECTION 2. Chief Steward. The stewards shall select a chief steward who shall act in that capacity where provided in this Agreement. The chief steward shall be allowed time off at reasonable times and places without loss of time or pay for any of the following purposes related to the City unit:

- A. To investigate, resolve and process grievances at the second step of the grievance process.
- B. To substitute for a steward, in his/her absence, to investigate, resolve and process grievances at the first step of the grievance process.

In the absence from the workplace of the chief steward, the City Unit Vice President shall serve as the chief steward.

SECTION 3. Union President. The Union President shall be allowed time off at reasonable times and places without loss of time or pay for any of the following purposes related to the City Unit:

- A. To investigate, resolve and process grievances.
- B. To investigate working conditions.
- C. To confer with City representatives affecting the administration of this contract.

- D. To confer with the Union attorney and/or international representative.
- E. To confer with the chief steward and departmental stewards.

The Union President shall, before leaving his/her work site, report such leave to his/her immediate supervisor. The Union President shall devote his/her best efforts to the administration of this Agreement and to improving the labor relations between the parties.

In the absence from the workplace of the City Unit President, the City Unit Chief Steward shall serve as the City Unit President only for specific City of Lansing issues. The acting City Unit President must provide notification to his/her supervisor before leaving his/her work site. If the supervisor is not available, the Chief Steward shall provide notification to the next higher level of supervision, continuing up the chain of command as necessary.

The City and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of worker ship and service and the correction of conditions making for grievances and misunderstandings. Further, the Union agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement, and will use its best endeavors to protect the interest of the City, to conserve property, protect the public and give service of the highest quality. The Union and the City consider themselves mutually responsible to improve the public service through the creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a worker like manner.

SECTION 4. Notice to the City of Union's Representatives. The President of the Union shall advise the City's Labor Relations Manager in writing, of the names of the stewards, the chief steward, The Union Vice President, and the Union President and of the group which each represents. No Union steward, chief steward, Union Vice President or Union President will be granted time off from his/her job for any reason unless the City is properly notified according to this Article.

## ARTICLE 5

### SENIORITY

SECTION 1. Definition. An employee's seniority shall be his/her continuous length of service with the City determined from the date he/she was hired as a regular, full-time employee if there was no prior service as a seasonal/part-time employee, or it shall be determined from the date he/she was hired as a seasonal/part-time employee if there was continuous service as a seasonal/part-time employee prior to the date he/she was promoted to the status of a regular, full-time employee. The amount of continuous service as heretofore provided shall be applied to an employee's probationary period hereinafter set forth. Seniority shall not accumulate during any leave of absence (unless specifically provided herein) or layoff. Seniority shall be applied only as specifically set



forth in this Agreement. The City will record the seniority dates for the employees in each department on departmental seniority lists, however, except as otherwise provided, seniority shall be bargaining unit wide.

Every six (6) months (January and July) after the initial posting, the City will post on the bulletin boards and will furnish to the Union Secretary these seniority lists revised up to one (1) week prior to the date of their posting.

Part-time employees shall acquire seniority as provided in Article 13, Section 5.

Seasonal employees shall acquire seniority as provided in Article 14, Section 5.

SECTION 2. Temporary Employees. Temporary employees have been renamed seasonal employees and are now included in the bargaining unit and represented by this Union, subject to Article 14.

SECTION 3. Probationary Employees. An employee covered hereby shall be considered a probationary employee for the first one hundred twenty (120) calendar days.

There shall be no seniority among probationary employees.

The City shall have no obligation to re-employ an employee who is laid off or discharged during his/her probationary period.

The Union reserves the right to represent a probationary employee who, in its opinion, has been disciplined or discharged for Union activity, but the Union has no right to represent a probationary employee for any other reason.

SECTION 4. Seniority Status. If a regular, full-time employee completes his/her probationary period within the nine (9) months from his/her first day of work, he/she shall be entered on the seniority list as of that first day of work.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

SECTION 5. Seniority of Union Representatives and Union Officers. Notwithstanding his/her position on the seniority list, a steward shall, in the event of a layoff, be continued at work as long as there is a job in the group which he/she represents which he/she is qualified to perform, and, if he/she is laid off, shall be recalled to work on the first open job in his/her group, which he/she is qualified to perform.

Notwithstanding their position on the seniority list the Union President, Vice President, Union Secretary, Union Treasurer, and Chief Steward of the Union in that order, shall, in the event

of a layoff, be continued to work as long as there is a job covered by this Agreement which he/she is qualified to perform, and, if any of the foregoing are laid off, they shall be recalled to work, in the foregoing order, on the first open jobs which they are qualified to perform.

SECTION 6. Loss of Seniority. An employee shall lose his/her seniority if: he/she resigns or quits, he/she is discharged and the discharge is not reversed through the grievance procedure, he/she retires by voluntary, deferred, compulsory, duty or non-duty disability retirement or for any other reason for his/her termination except a layoff in which case the provisions of Article 6 of this contract shall apply.

## ARTICLE 6

### APPLICATION OF SENIORITY

SECTION 1. Out of Class Assignments. If there is a temporary surplus or deficiency of employees in any permanent full-time classification covered by this Agreement, for other than overtime purposes, the City may adjust the situation by assigning employees to other work within their classification or within another classification for which the City deems them qualified.

A. Full Time to Full Time. When there is more than one (1) employee within the classification and within the division and/or section from which or in which the temporary assignment is to be made, and if a permanent full-time employee is to be selected, the least senior employee will be selected, provided he/she has the present ability to perform the work required, unless the assignment is an upgrade to a higher paid classification, in which case the senior employee so qualified will be assigned.

During the period of out of classification assignment to another job, a permanent full-time employee shall be paid the rate of his/her regular job or the rate of the job to which he/she is assigned, whichever is the higher rate.

B. Seasonal/Part Time to Full Time. If a permanent full-time employee is not qualified or otherwise available for the out of classification assignment, a seasonal or part-time employee may be selected. A seasonal or part-time employee may be temporarily assigned outside his/her classification pursuant to Article 12, Section 3 (Back-up Solid Waste Operators) or the most senior seasonal or part-time employee in the division and/or section qualified to perform the duties of the permanent full-time position (or, as applicable, the senior employee who meets the training eligibility requirements). Where it is necessary to train a seasonal or part-time employee to perform a temporary assignment, such employee will be paid at his/her regular rate for a training period not to exceed eighty (80) work hours. Thereafter during the period of out of classification assignment to a permanent, full-time job, not previously performed by a seasonal or part-time employee, the employee will be paid at the base rate of the job to which he/she is assigned.

C. Notice of Assignment. If an employee is assigned out of classification for a continuous period of thirty (30) or more calendar days, the Department shall submit notice of the assignment to the Department of Human Resources for placement in the employee's personnel file. Notice shall be sent to the Union President.

SECTION 2. Permanent Transfers. All open or vacated jobs shall be posted within thirty (30) calendar days of the time the job becomes open or vacated. Notice of job vacancies shall be posted on the bulletin boards by the City for six (6) calendar days, setting forth the minimum requirements and the date it is posted for the vacant position. If the position is not posted within thirty (30) calendar days, the City will send the Union written notice of the reason(s) why. An employee desiring to fill a posted job vacancy shall sign the posting. If the employee would be off work for any reason during the six (6) day posting period, and such time can be documented through the official absence records, the employee shall be allowed to bid on the position. In any other case, after the end of the posting period an employee may not bid regardless of his/her reason for failure to bid during the posting period. If there are qualified bidders, the job shall be awarded within forty-five (45) calendar days after the posting period. The Employer shall furnish the Union President a copy of each job posting at the same time the postings are posted on the bulletin board. If a job is awarded after eighty-five (85) days from the date it became open or vacated and it is an upgrade to a higher paid classification, the employee, if he/she was solely assigned to the position during the time of the vacancy, shall have his/her change of status adjusted as if he/she had been permanently transferred as of the first day of the out of class assignment.

If a job is first awarded to a seniority employee after eighty-five (85) days from the date the job was posted or reposted and it is an upgrade to a higher-paid classification, an employee who was not temporarily assigned to the position shall have his/her change of status adjusted as if he/she had been permanently transferred as of the eighty-sixth (86<sup>th</sup>) day, and he/she will be paid the regular pay differential for the time period during which he/she did not hold the position starting on the eighty-sixth (86<sup>th</sup>) day, but only after completion of thirty (30) days in the position.

Full-time regular bargaining unit members shall be selected in seniority order for posted job openings provided that the bidder has the necessary qualifications. A bidder's work record may be considered if it has a direct correlation to the ability to perform the job. Additionally, Article 16, Section 3 shall be applicable.

During his/her first thirty (30) calendar days in a new city job (within or outside the bargaining unit), an employee may elect to return to his/her former job in the bargaining unit without loss of seniority, if he/she gives a sensible reason(s) for his/her desire to do so. The City may transfer him/her back from the new job (within or outside the bargaining unit) to his/her former job within that thirty (30) day period. If a job within the bargaining unit is thus vacated the City may, at its option, select another bidder from the posting or repost the job. After such thirty (30) calendar day period on the job within the bargaining unit, the placement shall be considered permanent.

After an employee's successful transfer to a job in response to his/her bid for it, he/she shall be ineligible to bid for another posted job until he/she has served on that job for six (6) months.

However, if the job for which he/she desires to again bid is a higher paying job, he/she shall be eligible to bid again after working one (1) month on the job.

Seniority shall be applied on a unit-wide basis.

Seasonal and part-time employees shall be considered pursuant to Article 14, Section 6 and Article 13, Section 6, respectively.

If an open job is not filled through the methods above provided, the City may either select an employee and train him/her for the job, or hire in an employee for it, at its option.

SECTION 3. Transfer Out of and Back into the Bargaining Unit. If an employee covered by this Agreement transfers to another City position outside the bargaining unit, and thereafter returns to a position covered by this Agreement within one (1) year, that employee shall retain bargaining unit seniority accrued prior to the transfer outside the bargaining unit.

SECTION 4. Shift Preference. Not less than thirty (30) days prior to January 1, and July 1, of each year, employees having seniority may make written application on City forms for transfer to another shift in the same classification as they are working in at the time of application. Such application for shift preference shall be made in writing to the supervisor, with a copy of the dated application being provided to the area steward by the employee. The employee will receive a copy signed by the supervisor.

Employees will be given preference of shifts within a division or section based on their seniority, classifications, and the necessary ability to perform the work required. The most senior employee within the division or section shall have the opportunity to select their choice of shifts within the division or section, provided there are adequate numbers of qualified employees on jobs on such shifts.

If a division or section makes changes in the shifts for its employees, it shall declare the changes five (5) working days before so that employees affected by that change will make application for shift preference before those changes are effected.

If shift changes are to be made that will last for thirty (30) calendar days or more, employees shall be granted ten (10) working days notice before such shifts are effectuated so that they may make application for shift preference before the changes are effected.

At the Wastewater Treatment Plant where a seven (7) day around the clock operation is necessary, the Union representative and the division head have been afforded the opportunity to negotiate shift preference and scheduling within the division. Copies of the agreements negotiated which address overtime issues at the Wastewater Treatment Plant, and which shall remain in effect during the term of this Agreement, are attached to this Agreement, as Appendices J and K.

SECTION 5. Layoffs and Recalls. The word "layoff" means a reduction in the working force due to a decrease of work. If it becomes necessary to have a layoff, the following procedures will be mandatory. Within the positions affected by the decrease of work, probationary employees will be laid off first, and then seniority employees in inverse order of seniority according to the following:

A. General Provisions.

1. At least thirty (30) days before implementation of a layoff, the Union will be notified.
2. Within five (5) calendar days of written notification to the Union of a pending layoff, the Union may meet with the City to discuss the implementation of the layoff procedure, to identify the positions anticipated to be affected by the layoff, and to discuss special issues, if any, which were not anticipated when the layoff procedure was negotiated.
3. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of the layoff.
4. The Union's Secretary shall be notified by the City of the names and positions of employees being laid off on the same date the notices are issued to the affected employees.
5. Probationary employees within the affected positions will be laid off first, followed by seniority employees in inverse order of seniority.
6. The City and the Union agree to bumping, layoff and recall procedures for bargaining unit employees which shall be governed in accordance with the contract including, but not limited to, Article 5, Seniority; Article 6, Application of Seniority; Article 11, Leaves of Absence and Article 18, Grievance Procedure. Layoffs shall never occur for punitive or disciplinary purposes.
7. The City and the Union agree that for purposes of layoffs and bumping, seniority shall be determined according to Article 5, Seniority and Article 6, Application of Seniority.
8. The City and the Union agree that for purposes of layoffs and bumping, it shall be assumed that an employee is capable and qualified to perform the duties of a position if the classification and level of the position is equal to or lower than the classification and level of the position currently held by the employee being laid off and, either: (1) the employee had previously successfully held the position, or (2) the employee has training, education or prior experience that initially demonstrates that he/she can perform the work of the position within a trial period of no less than eighty (80) work hours. An employee shall not be entitled to bump into a position if he/she is not capable as defined above.

9. An employee shall have the opportunity to review the job specification, update his/her personnel file and meet with the Department of Human Resources prior to bumping into a position in order to determine if the employee is qualified to perform the duties of the new position. If the employee bumps into a position and ultimately is found not capable of performing the duties, the City shall have the right to lay him/her off without bumping right. If there is a dispute over an employee's qualifications to bump into a position, it shall be discussed by a joint committee comprised of an equal number of Union and City representatives. If the joint committee cannot agree within three (3) days, the matter may be subject to the grievance procedure as provided in Section 15, below.
10. Employees subject to layoff or on layoff status shall have the right to bid on vacant positions according to Article 6, Section 2.
11. An employee scheduled for layoff who fails or is unable in accordance with this Agreement to exercise the option to bump into the position held by the least senior employee, as provided under Section B, Layoff and Bumping Procedures, for which he/she is qualified, or to accept a temporary transfer if one is offered, shall be laid off.
12. An employee who is bumped out of his/her position by a more senior employee will be considered as having been laid off and will be subject to the provisions set forth in this Agreement.
13. An employee may bump only once after receiving a layoff notice or after being displaced. However, an employee shall have the right to again exercise his/her bumping rights each time he/she is subsequently displaced as a result of another employee exercising his/her bumping rights in a subsequent layoff.
14. The City and the Union agree that there may be an exceptional case when the City may wish to retain or transfer an employee or recall a laid off employee regardless of seniority when and if the position is vital to the City and where the position involves state mandated licensing requirements which cannot be performed except by such a licensed individual. If the City intends to invoke this provision, the City shall notify the Union and the employee to be bumped fourteen (14) calendar days in advance of initiation or implementation of such action.
15. Any grievance regarding the layoff, reassignment, bumping, transfer (temporarily or otherwise), any reducing personnel action, recall, and/or abolition or non-filling of a position shall be presented to the City of Lansing Labor Relations Manager at Step 3 of the grievance procedure contained in Article 18 of the contract.

16. The City and the Union agree that in the event an employee is improperly laid off or not recalled in accordance with his/her seniority rights, said employee is entitled to retroactivity.

B. Layoff and Bumping Procedures.

1. Within five (5) working days of receipt of the notification of layoff, the employee scheduled for layoff shall notify the Personnel Services Director of his/her decision to either accept layoff or bump in accordance with the procedures described herein.

2. An employee who becomes subject to layoff and/or bumping shall be entitled to exercise bumping rights in the order enumerated each time he/she becomes subject to layoff and/or bumping until such employee is placed in a vacant position, bumps into a position occupied by the least senior employee as provided below, exhausts his/her seniority, or accepts a temporary transfer as provided below.

(a) Vacancy: The employee shall exercise his/her seniority and accept placement into a vacant position in his/her current salary level, for which he/she is qualified, according to Article 6, Section 5.

(b) Bumping:

(1) Should an employee be unable to be placed into a vacant position as provided in (a), he/she may meet with representatives of the Personnel Department to review the classifications and job specifications of positions to which the employee may exercise bumping rights. An employee must exercise bumping rights at the first available step, as enumerated below.

(2) The employee shall exercise his/her seniority and bump the least senior employee in a position for which he/she is qualified, according to the General Provisions of this Section, to perform the work with the same classification and salary level.

(3) Should an employee be unable to bump into a position within his/her same classification and salary level, the employee shall exercise seniority by bumping into a position held by the least senior employee for which he/she is qualified, according to the General Provisions of this Section, to perform the work within any classification at the same salary level.

(4) If a full-time seniority employee is laid off while a seasonal employee is working, the laid off full-time employee may bump the seasonal employee, and, in addition, the full-time employee:

(i) will remain at his/her pre-layoff hourly rate and will retain full-time fringe benefits as long as he/she occupies the seasonal position and;

(ii) will head the seniority list of seasonal/part-time employees for purposes of layoff from the seasonal position and;

(iii) will retain the full-time classification (recall rights) from which he/she was laid off and;

(iv) will be entitled to anniversary contract increases if applicable and;

(v) will be recalled pursuant to Article 6, Section 5.

(5) Should an employee be unable to bump into a position within any classification at his/her same salary level, the employee may accept a demotion to any occupied position by bumping the least senior employee in the next lower salary level, provided the employee is qualified according to the General Provisions of this Section. If no position is available based on the employee's seniority and qualifications, the employee may continue to exercise his/her bumping rights, as described above, in the next lower salary level (or levels) until the employee can claim a position which he/she is qualified to perform or exhausts his/her seniority. Alternatively, an employee may accept a demotion to a vacant position for which he/she is qualified at any lower salary level.

(c) Temporary Transfer:

(1) Should an employee be unable to exercise bumping rights, prioritized above, the City shall offer a temporary transfer to a position where the incumbent is off work due to an injury or extended illness of thirty (30) days or more, and where the employee being laid off has the qualifications according to the General Provision of this Section.

(2) If an employee scheduled for layoff is unable to transfer to a vacant position as provided in (a), or bump into another position as provided in (b), and if a temporary transfer to a position at the same or equivalent classification or salary level is offered, the employee shall accept the temporary transfer. Similarly, if a temporary transfer is offered, but the position is at a lower classification level than that previously held by the employee, acceptance of the transfer shall be at the option of the employee.



(3) Should the incumbent return to active status, the employee temporarily transferred will be laid off and be eligible to exercise the provisions of this Article, including bumping rights. Should the incumbent be unable to return to work and the position declared vacant, the employee temporarily transferred will be transferred to the position on a permanent basis if the position is the same as or equal to the classification or salary level previously held by the employee. Should the position be of a lower salary level than that previously held by the employee, the employee will be given the option to accept the permanent transfer or be laid off and be eligible to exercise the provisions of this Article, including bumping rights.

C. Recall. When the working force is increased after a layoff, employees shall be recalled in order of seniority and shall be subject to the same conditions of layoff. An employee on layoff will be recalled to a position with the same classification. An employee may elect to be recalled to the first available position that they are qualified to perform rather than waiting to be recalled to their original classification. The following general rules shall apply:

1. Notice of recall may be given by telegram, or by registered or certified mail. In case of notice given by telegram or mail, the employee's last address of record with the City shall be used.
2. An employee who fails to report for work when notified to do so by telegram or mail, by the starting time of his/her shift on the sixteenth (16th) calendar day after the date such notice is received, or by the starting time of his/her shift, on any later day on which he/she was instructed to report, shall likewise be deemed to have quit and shall lose seniority. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the City's Director of Human Resources of such reasons by telegram or by registered or receipted mail, received prior to the deadline for his/her reporting for work. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Director of Human Resources, the Director of Human Resources may determine that the employee's loss of seniority shall stand.
3. An employee who is laid off for a period equal to his/her seniority at time of layoff, or for a period of five (5) years, whichever is the shorter period, shall cease to have seniority and his/her name shall be removed from the seniority list.

SECTION 6. Layoffs and Recalls/Seasonal and Part-Time Employees. Seasonal and part-time employees shall be governed, for purposes of layoff and recall, by Article 14, Section 6 and Article 13, Section 6, respectively.

## ARTICLE 7

### SUBCONTRACTING

SECTION 1. Subcontracting. In the event the City proposes that an operation being performed by this bargaining unit be turned over to an authority or non-profit corporation or any subcontracting of bargaining unit work shall be the subject of advance notice to the Union. The Union shall receive advance notice which may include, where appropriate, a copy of the Invitation for Bids (I.F.B.) to enable it to have full opportunity to engage in discussions with the City which may include, but need not be limited to, the following topics:

- A. The reason for the City's interest in subcontracting.
- B. Alternatives to subcontracting.
- C. The placement or transfer of affected employees into other City jobs.
- D. Other relevant topics.

In no event shall any seniority employees who perform the work in question be laid off as the result of work being subcontracted.

SECTION 2. Joint Committee on Outsourcing. The City and the Union will engage in cooperative discussions to establish a procedure to review work being outsourced and discuss possible alternatives thereto.

## ARTICLE 8

### CLASSIFICATIONS

SECTION 1. New Positions. The City agrees that in the event a new classification is established the Union shall be notified within a reasonable time period.

The City and the Union agree that new positions that are not covered by existing classifications, but are covered by this Agreement, will be evaluated by the classification consultant. The evaluation results shall determine the position's classification and salary level consistent with other classification levels established for this Union. If the Union is not in agreement with the classification established for the position, the Union shall have the right to appeal with regard to the position as established under Section 4 of this Article.

SECTION 2. Classification Reviews. The City and the Union agree that the positions covered by this Agreement will be evaluated and the salary level established under a job evaluation

method consistent with the objectives established by the parties. During the life of this Agreement a full-time employee, or either party, that believes there has been a significant change in the job content of an existing position may request in writing that the City proceed with a classification review in accordance with the provision of Section 3.

In the event that the classification review determines that the position should be reclassified upward, the reclassification will be effective the beginning of the next pay period following receipt of the decision of the Classification Consultant. The employee will be placed in the new classification at the next step increment which affords the employee a salary increase.

If the classification review determines that the position shall be classified downward, salary adjustments for downgraded positions shall be implemented as follows: the incumbent employee will continue to receive his/her present wage rate plus any wage adjustment and step increases under this Agreement provided he/she remains in the same position. When the position is vacated, if posted, it will be reclassified at the appropriate level.

At least ten (10) bargaining unit members will be trained to evaluate positions with the classification methodology. One (1) trained bargaining unit representative may attend all Appeal Hearings that consider reclassification of bargaining unit members and have a reasonable opportunity to present information and take part in the discussions.

SECTION 3. Procedures for Classification Review. A classification review may be requested by any City employee, the Union, supervisor, division head or department head according to the following procedure:

- A. Employee obtains reclassification position questionnaire from department head or designee or the Department of Human Resources.
- B. Incumbent forwards completed questionnaire to supervisor, who shall give the incumbent a dated receipt for same. The supervisor shall review and complete the supervisor's section. A reclassification request for a position with multiple incumbents who desire to have their positions evaluated jointly, must have mutual agreement and sign-off by all incumbents on a single position questionnaire, prior to submitting the questionnaire to the supervisor for review and comment.
- C. Supervisor and division head forward completed questionnaire form to department head within fifteen (15) working days of receipt from incumbent.
- D. Completed position questionnaire is forwarded to the Department of Human Resources within ten (10) working days from the time the questionnaire is submitted to the department head.
- E. Department of Human Resources logs and prioritizes position questionnaires by date of receipt.

F. Department of Human Resources staff representative conducts desk audits by interviewing the incumbent and appropriate supervisor and prepares the desk audit summary within fifteen (15) working days. A Union Representative trained in the classification methodology may also be present if the employee so requests. For multiple incumbent positions, the Department of Human Resources shall conduct the desk audit with one (1) incumbent selected by the incumbents. The desk audit will be reviewed by each of the incumbents, with mutual agreement and sign-off by all incumbents prior to the Department of Human Resources submitting the questionnaire to the Job Analyst within the Department of Human Resources, or their designee, with a copy provided to the Union.

G. The Job Analyst within the Department of Human Resources, or their designee, shall review and evaluate the position questionnaire and desk audit summary. This review shall be conducted within fifteen (15) working days of the completion of the desk audit by the department of Human Resources, if the evaluation by the Job Analyst and/or designee determines an upward reclassification, that change will be made effective the beginning of the next pay period following the receipt of the review and approval by the Job Analyst and/or designee. In the event that the evaluation results in no change or a downward change in the classification of the position under review, the Classification Consultant currently under contract shall review and evaluate the position questionnaire and desk audit summary within fifteen (15) working days of the completion of the evaluation by the Job Analyst within the Department of Human Resources, or their designee.

H. Once a classification review is finalized by the Job Analyst or the Classification Consultant, the decision will be forwarded to the department head, incumbent, Labor Relations Office and Budget Division within five (5) working days of the date of receipt of the final decision from the Classification Consultant.

I. Reclassification decisions to reclassify a position upward shall be effective the beginning of the next pay period following the receipt of the review and approval by the Classification Consultant. Where the classification review by the Classification Consultant indicates a downward reclassification of the incumbent's position, the reclassification will not become effective until the incumbent vacates the position.

J. Once a classification decision is finalized regarding a position, that position will not be eligible for consideration again until one (1) year from the date of the initial decision of the Classification Consultant.

K. Incumbents in a position resulting in a downward change in the classification level shall be notified that no change to the current classification level is being recommended, as the change will be effected when the incumbent vacates the position. Employees requesting a meeting with the Department of Human Resources to review the evaluation of the Classification Consultant shall be advised of the downward change.

If at any step in the process, the scheduled time frame cannot be met by the responding party for good reason, an extension of not more than one equal time period can be utilized by informing the next level in writing with copy to the requesting individuals.

Each classification study which comes before the Job Analyst or Classification Consultant may result in any of the following decisions: upward change, no change, downward change after the incumbent vacates or change in title. No changes and downward changes decided by the Job Analyst will be forwarded to the Classification Consultant.

SECTION 4. Reclassification Appeal Procedure. Employees may appeal reclassification decisions made by the Classification Consultant. All such appeals must be processed in accordance with the following steps:

Step 1.

The employee, or either party must file a written appeal on forms furnished by the City, with the Department of Human Resources, within ten (10) working days of written notification of the Classification Consultant's decision. The appeal form must include the specific reasons for the basis of the appeal.

Step 2.

All documentation provided regarding an appeal will be forwarded by the Department of Human Resources to the Classification Consultant and to the Union if not previously made available to them by the employee. The appeal will be arranged by the Department of Human Resources at a time mutually agreed to by the Consultant, Human Resources, Management, the Employee and the trained Union Representative. The employee may attend to present additional information.

Step 3.

The Department of Human Resources will provide the employee with a written answer from the Classification Consultant regarding the appeal within thirty (30) calendar days of the meeting.

ARTICLE 9

HOURS OF WORK AND WAGE RATES

SECTION 1. Hours of Work.

A. The Normal Work Week and Work Day. Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the regular hourly rate shall be paid as set forth in Appendix A of this Agreement. No employee shall have his/her work week schedule altered for the purpose of avoiding the payment of overtime. No employee shall be required to work

on his/her scheduled day off in lieu of his/her scheduled work day. Nothing herein shall be construed as meaning that any employee shall receive overtime pay for Saturday and Sunday work unless such work is performed according to B and/or C of this Section. PROVIDED, this Section shall not be construed to prevent the implementation of special shift arrangements in operational units different from the above, which incorporates the concepts of core time, compressed time or flexible work schedules, where the change is initiated by the Labor Relations Manager in writing and approved by the Union President.

B. Overtime - Time and One-Half. Time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to holiday pay therefore), shall be compensated for at the rate of one and one-half (computed at one hundred fifty-two [152%] percent) times the employee's regular hourly rate of pay, exclusive of shift or premium pay. Employees working on six (6) continuous day operations will receive one and one-half (computed at one hundred fifty-two [152%] percent) times the employee's regular hourly rate of pay for all hours worked on the sixth (6th) day, if he/she has worked forty (40) hours on the previous five (5) days of the employee's work week.

C. Overtime - Double Time. Double time will be paid for all hours worked on Sunday, except for employees working on seven (7) continuous day operations who will receive double time for all hours worked on the seventh (7th) day of the employee's work week.

D. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid sick leave days, paid personal leave days and paid vacation leave days shall be considered as days worked. For the purpose of computing overtime work on Saturday or sixth (6th) day, and Sunday or seventh (7th) day, the normal starting time of each employee's regular shift shall be used for the twenty-four (24) hour period on Saturday or sixth (6th) day, and the twenty-four (24) hour period on Sunday or seventh (7th) day, to define B and C of this Section. In no case shall any employee be paid for any time not actually worked.

E. Distribution of Overtime. When overtime is required, it shall be approved by the employee's immediate supervisor, and it shall be equalized as nearly as practical among employees holding like job classifications within a single Departmental Division, or among employees holding classifications within a negotiated division or section equalization group. An up-to-date equalization chart showing overtime hours (recorded in a manner to reflect the applicable time and a half or double time rate) will be posted weekly in a prominent place in each Departmental Division. This equalization chart shall be kept on a continuous basis and may be jointly reviewed from time to time as necessary by special conference as provided by Article 16, Section 9 of this Agreement. This chart may be replaced monthly, but when it is, the accumulated number of overtime hours will be carried forward to the chart next posted. However, on January 1<sup>st</sup> each calendar year, the hours of the employee who has the fewest hours on the equalization of hours (E.O.H.) chart shall be reduced to zero (0). The hours of all other employees within the same E.O.H. group shall be reduced by an amount equal to that which the employee with the least hours was reduced.

Whenever overtime is required, the person with the least number of overtime hours in that classification within a single Departmental Division or negotiated equalization group will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of the employees working during that period, excluding employees on vacation or sick leave. Employees newly entered in a group as a new hire, a transferred or a promoted employee shall be credited with the highest number of hours of the equalization group which he/she enters.

F. Work Breaks. An employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by his/her immediate supervisor, consistent with current practices.

G. Night Premium. Employees who work between 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, seventy five cents (\$.75) per hour night premium. This shift premium does not apply to employees working overtime.

Employees at the Wastewater Treatment Plant are eligible for shift differential for their entire shift provided that at least part of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the employee receives overtime.

Employees outside the Wastewater Treatment Plant shall also be eligible for shift differential for their entire shift, provided that at least four (4) hours of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the employee receives overtime.

H. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week under any of the terms of this Section. It is the intent of the parties through this provision to ensure that an employee is paid the single, best applicable wage premium. For example, an employee working overtime on the night shift shall be paid the applicable overtime rate but not the night shift premium.

I. General. The foregoing provisions of this Section 1 are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work.

J. Computation of Pay. Employees who report late for work or who leave work early, or who work overtime shall have all such hours computed for pay purposes to the nearest one tenth of an hour including any fraction thereof.

K. Bargaining Unit Work.

1. General Standards. Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit if in doing so it would reduce the size of the bargaining unit or circumvent the overtime provision. A standard of reasonableness shall be used in evaluating situations.
  - (a) Standard of reasonableness shall be determined by the Labor Relations Manager and the Union.
  - (b) Should resolution not be possible the dispute shall be subject to the step 4 provision of the grievance procedure.
2. Special Program(s). Green Thumb, Neighborhood Youth Corp, Diversion Programs, volunteer handicapped parking enforcement or their successor programs, that may perform bargaining unit work, shall be the subject of advance notice to the Union. Upon receipt of such notice, the Union shall be granted full opportunity to engage in discussions with the City which may address, but need not be limited to, the following topics:
  - (a) The reason for the City's interest in said program;
  - (b) Alternatives to the program;
  - (c) Anticipated impact upon the bargaining unit;  
and
  - (d) Other relevant topics.

Disputes under this paragraph, K. 2, shall be subject to paragraph K.1.

In no event shall any seniority employees who perform work impacted by such programs be laid off as the result of bargaining unit work being performed by participants of such special program(s).

3. Light Duty Assignments. The City and the Union agree to extend the current Memorandum of Understanding (M.O.U.) to other City of Lansing non-bargaining unit employees. The City and the Union shall meet and jointly determine the appropriate use of light duty assignments in other City operations.

L. Clean-up Time. Each department has established its own policy for clean-up time before lunch and before quitting time for employees covered under this collective bargaining agreement. However, in no event shall employees covered hereby be provided less than five (5) minutes clean-up time before lunch and before quitting time.



M. Compensatory Time. In lieu of receiving pay for overtime which is worked, an employee may, with prior approval of the department representative, request to receive compensatory time off earned at the rate of one and one-half (1 ½) hours compensatory time off for one (1) hour of overtime worked. Compensatory time earned hereunder shall be cumulative up to a maximum total of forty (40) hours. Employees may not use compensatory time in excess of their balance; employees that exceed their compensatory balances will be subject to docked pay. Accrued compensatory time will be paid at the employee's authorized regular rate of pay on the date it is used or paid. Accrued compensatory time shall not be paid upon an employee's retirement; however, accrued compensatory time, up to the maximum of forty (40) hours may be taken prior to the employee's last scheduled work day.

Compensatory time off shall be scheduled in advance, upon written request from the employee submitted not later than the end of the employee's previously scheduled work shift. In unusual or emergency situations, a written request to use compensatory time submitted to the department head or designee later than the end of the employee's previously scheduled work shift shall not be unreasonably denied. Compensatory time use will not be approved in cases where it will be necessary to pay another employee at overtime rates to cover the employee's time off.

SECTION 2. Wage Rates. Full-time employees in the bargaining unit shall receive a two and two-tenths percent (2.20%) cash payment (no base pay roll-up) based upon an employee's salary in 2004 effective the first pay period beginning on or immediately following October 1, 2004; a two and two-tenths percent (2.20%) wage increase effective the first pay period beginning on or immediately following October 1, 2005; an additional two and five-tenths percent (2.50%) wage increase effective the first pay period beginning on or immediately following October 1, 2006; and an additional two and five-tenths percent (2.50%) wage increase effective the first pay period beginning on or immediately following October 1, 2007. (Note: Full-time employees making more than the rate negotiated for their classification in the new system shall be paid the rates applicable on November 30, 1989 plus the negotiated wage rate increases.

SECTION 3. Implementation of Step Increase.

A. Employees who are hired or promoted are eligible for the first Step Increase six (6) months from their respective date of hire or promotion, and annually thereafter.

B. All Step Increases are effective the beginning of the pay period following the eligibility date.

ARTICLE 10

WAGE SUPPLEMENTS

SECTION 1. Bereavement Time, With Pay. At the time of death of a spouse, child, step-child, parent, step-parent, and parent of a current spouse, an employee will be entitled to use a maximum of the next five (5) work days with pay, not to be deducted from the accumulated sick leave, to arrange for and/or attend the funeral.

An employee will be entitled to use a maximum of three (3) work days with pay, not to be deducted from accumulated sick leave, to make arrangements and attend the funeral for any other immediate family member as defined below.

A period of time taken off for bereavement under this Section which is less than or equal to one-half (1/2) of a day, shall only be considered one-half (1/2) day. A period of time taken off in excess of one-half (1/2) day shall be considered a full day.

"Other immediate family" shall mean niece, nephew, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and grandchild.

The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may withhold payment if the employee did not make proper request for leave, prior to taking the time off, so that his/her work could be covered in his/her absence.

In the event of the death of a member of the immediate family, including spouse, child, step-child, parent, step-parent and parent of current spouse, additional time may be taken off, with the approval of the department head. This time off may be charged to vacation, personal leave, or sick leave time earned.

SECTION 2. Holidays. The City will pay a seniority employee, as provided below, for the following holidays:

One full day prior to New Year's Day	Labor Day
New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Good Friday	One full day prior to Christmas Day
Independence Day	Christmas Day

provided that he/she meets all of the following eligibility rules:

He/she works or is paid pursuant to this Agreement, the full period of his/her last scheduled work day prior to, and his/her next scheduled work day following the holiday.

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be so observed as the holiday, excepting that, whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

An employee who works any of the holidays designated above shall receive time and one-half (1-1/2) the employee's hourly rate of pay for all hours worked in addition to holiday pay. However, if the employee works on a holiday, which is also his/her seventh work day, the employee shall receive double (2x) the employee's hourly rate for all hours worked in addition to holiday pay.

Employees working in a twenty-four (24) hour continuous operation and who are not scheduled to work on the date the designated holidays are celebrated shall have the option to receive the holiday pay or receive an additional eight (8) hour day off.

Employees working in operations run on a seven (7) day schedule shall observe the holidays on the actual day that the holiday falls as listed in this Agreement.

Those employees who are eligible to, and do "save holidays," must use the holiday time saved within one (1) year of the date accrued.

### SECTION 3. Group Insurances.

A. Hospital, Medical, Surgical Insurance. The City will make available to an employee covered hereby, a Blue Cross/Blue Shield (MVF-2 with Master Medical Option II, with \$150.00 deductible per individual (\$300.00 per family), FAE-RC, routine mammogram, routine pap smears, hospice care, individual case management, mail order prescription drug program and preferred RX \$5.00 prescription drug rider) plan of hospital, medical and surgical insurance. This plan shall include a second surgical opinion program which includes mandatory provisions.

Effective on or about July 1, 1990, the plan shall include hospital precertification and predetermination programs, \$150.00 per individual (\$300.00 per family) deductible for master medical. At the same time, vision coverage will be added to the Blue Cross insurance. Additionally, employees will be required to participate in a preferred provider system for covered prescriptions and durable medical supplies upon implementation of such a program by the City.

Effective February 20, 2001, the City shall provide as the base plan for group hospital, medical and surgical insurance for all active employees and employees who retire after February 20, 2001: Blue Cross/Blue Shield Community Blue PPO, Plan 1, with unlimited wellness (CBPCM rider), except that mental health and substance abuse co-pay shall be 80%/20%. Such base insurance

shall include a prescription program with a Blue Cross/Blue Shield ten dollar (\$10) preferred Rx prescription drug rider. The City shall pay no more than the amount paid for the BC/BS Community Blue Plan provided for in this subsection for bargaining unit members each health care contract year.

Current BC/BS Traditional and Plan D Medical, hospital, and surgical insurance will no longer be available for active employees as of February 20, 2001. An open enrollment period will be held in January 2001 prior to these changes taking effect.

The City will provide complementary health care coverage (coordinating with Medicare) when an employee or spouse reaches the Medicare eligibility date, with no reduction in benefits or coverage.

Effective October 2, 2000, the City agrees to pay 100% of the premium for single, double, or full family coverage (up to the appropriate premium under the base plan) for each full-time regular employee hired into the bargaining unit. Such coverage shall become effective on the 20<sup>th</sup> day of the month following the month of the employee's hire date into a full-time regular position. In the event the employee does not successfully complete his/her one hundred twenty (120) day probationary period, or terminates employment with the City of Lansing for any reason whatsoever during his/her one hundred twenty (120) day period, said employee shall be required to reimburse the City for all hospital, medical, and surgical insurance premium costs paid by the City on his/her behalf. A seniority seasonal or part-time employee who is permanently transferred into a full-time regular position shall not be required to pay the first four premium payments. Full-time regular employees shall be required at the time of hire to fill out a payroll deduction authorization form.

B. Optional Hospital, Medical, Surgical Insurance Coverage. As long as they are available, the City will provide as an option, one open panel or group practice Health Maintenance Organization and one closed panel or individual practice Health Maintenance Organization. As an open panel or group practice Health Maintenance Organization, the City shall provide as an option, coverage through Blue Care Network. Such Blue Care Network coverage shall include an optical rider and a five dollar (\$5.00) prescription co-pay. Effective February 20, 2001, the prescription co-pay for Blue Care Network will be ten Dollars (\$10.00). As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of Physicians Health Plan is available through the City's Department of Human Resources. Any Health Maintenance Organization options offered on or after July 1, 1990 shall include hospital pre-certification, predetermination, and second surgical opinion programs, and vision care if available. Additionally, employees opting to participate in the HMOs will be required to participate in a preferred provider system for covered prescriptions and durable medical supplies upon implementation of such a program by the City on or after July 1, 1990.

In the event an employee chooses as an option, coverage through a Health Maintenance Organization, the City shall pay no more than the amount paid for the Blue Cross/Blue Shield plan provided for in this Section. The City's commitment to pay the foregoing amount shall be its sole obligation with regard to Health Maintenance Organization coverage. The employee will be responsible to pay, by payroll deduction, any difference in premiums due for coverage he/she has

selected which is more expensive than the amount paid by the City for the Blue Cross/Blue Shield plan provided for in this section. The employee will not be required to pay more than the full-family premium for the selected option where the two-person premium of the selected option is higher than the full-family premium of the same option.

C. EFFECTIVE MAY 1, 2006: The City shall provide a prescription drug plan with a Five dollar (\$5) generic/Ten dollar (\$10) brand name preferred Rx Co-pay, MOPD (Mail Order prescription drug service) and PRX-MM (Mandatory Generic Rider) to employees with Blue Cross/Blue Shield Community Blue PPO Medical Insurance, BC/BS Blue Care Network and for Physician Health Plan (PHP) as permitted by the plan(s).

D. Enrollment. An employee shall become covered by insurance or a Health Maintenance Organization through his/her completion of the required forms (at time of hire, re-hire, or during an annual enrollment period), and his/her acceptance by Blue Cross/Blue Shield or a Health Maintenance Organization as a participant. Such forms, and information as to the plans, shall be available at the City's Department of Human Resources.

E. Substitute Carrier. The City reserves the right to substitute another carrier if it would be economically advantageous, provided the current level of benefits are maintained or improved.

F. Alternative to Insurance Coverage. As an alternative to medical insurance coverage, the City may initiate during the term of this contract, a program which reimburses employees for certain IRS approved services, and/or offers cafeteria style benefits. Both the implementation and continuation of a reimbursement and/or cafeteria program shall be at the discretion of the City during the term of this Agreement. Upon implementation of the program, a special conference may be initiated by the City or the Union to explore its terms, and participation by employees shall be voluntary.

G. Retiree Health Insurance Coverage. Eligible retirees shall be covered by the same insurance as active bargaining unit members, except that employees who retire prior to February 20, 2001 shall retain a preferred prescription drug co-pay of five Dollars (\$5).

Employees hired on or after December 1, 1989 shall not become eligible retirees under this provision unless they earn at least fifteen (15) years of retirement service credit, and are eligible to receive age and service retirement benefits or they are eligible for duty disability retirement, under the terms of the General Employees' Retirement System Ordinance. Employees hired before December 1, 1989 shall become eligible retirees under this provision when they are eligible to receive age and service retirement benefits (deferred or immediate) or a disability retirement under the terms of the General Employees' Retirement System Ordinance, consistent with the practice then in effect. (Seasonal and part-time employees who are employed by the City on November 30, 1989, remain continuously employed by the City and who subsequently become full-time employees vested in the General Employees Retirement System shall become eligible retirees for health insurance benefits upon retirement, as follows: (1) when vested service credit time and twenty-five percent (25%) of part-time service equals at least fifteen (15) years, or (2) when vested service credit time

and fifty percent (50%) of months during which the employee worked at least ten (10) days as a seasonal employee equals at least fifteen (15) years.

Eligible retirees shall convert to complementary health care coverage at their Medicare eligibility date, with no reduction in benefits or coverage.

H. Dental Insurance Coverage. Effective October 1, 1980, the Employer shall pay the full premium cost of Delta Dental Plan C coverage for each employee. Plan C provides fifty (50%) percent of treatment costs of Class I and Class II benefits, with an Eight Hundred (\$800.00) Dollar maximum per person per contract year. Coverage under the plan is afforded to the subscriber (employee) and his/her dependents.

Class I benefits include: basic services, preventive services, restorative services, oral surgery services, endodontic services, and periodontal services.

Class II benefits include: prosthodontic services.

The City may provide as an option, dental coverage through another provider. Information regarding the additional coverage option shall be available through the City's Department of Human Resources. The City may discontinue the alternative dental coverage option if less than ten (10%) percent of eligible employees participate in the program or if the premium cost exceeds that of the existing Delta Dental Plan.

EFFECTIVE MAY 1, 2006: Increase Class I and Class II benefits from \$800/person/contract year to \$1500/person/contract year.

Employees and their dependents will be afforded orthodontic coverage which provides fifty percent (50%) of treatment cost, with a fifteen hundred dollar (\$1,500) lifetime maximum per person.

EFFECTIVE MAY 1, 2006: Increase Orthodontics from a \$1500 lifetime maximum to a \$3000 lifetime maximum.

I. Retiree Dental Insurance Coverage. Eligible retirees shall be covered by the same dental insurance, if any, as active bargaining unit members.

J. Opt Out

1. Procedures. The parties will meet and mutually agree to written procedures for implementation of the terms of an opt-out program.
2. Members of the bargaining unit, up to a maximum of fifteen percent (15%) of the bargaining unit, will be allowed to opt out of the City's health care plan, during the

City's open enrollment period<sup>1</sup> provided the employee provides written proof of coverage from another source.

Re-enrollment in one of the City's medical insurance plans will only be permitted at the time of the City's open enrollment which is at least one (1) year from the initial date of the opt out with the following exception. In the event the bargaining unit member loses his/her alternative coverage and provides written documentation of loss of such coverage, re-enrollment in one of the City's medical insurance plans will be permitted and the effective date of coverage will be as soon as allowable by the applicable insurance vendor.

3. Payment. When one (1) to nineteen (19) active employees elect to opt out of the City's health care plan in a plan year, they will be eligible to receive fifteen hundred Dollars (\$1,500) in any year in which they receive coverage from another source. When twenty (20) or more active employees elect to opt out of the City's health care plan in a plan year, they will be eligible to receive twenty-five hundred Dollars (\$2,500) in any calendar year in which they receive coverage from another source. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation. In addition, such payments shall be made a least twice a year, by separate check, following the period of time the employee had alternate coverage.
4. Cancellation. In the event that Cafeteria 125 plans are no longer permissible under state or federal statutes or IRS regulations, the City shall comply with said statutes and/or regulations which shall result in the cancellation of this option.

SECTION 4. Jury Duty or Witness Pay Supplement. During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, in a legal action to which the employee is not a party, he/she shall receive the pay the employee would have received had he/she worked his/her scheduled shift(s) during his/her period of jury duty or witness service provided that the employee gives to his/her department head or his/her designee prompt notice of his/her call for jury duty or witness service and remits to the City all jury member or witness fee payments other than travel allowances received by the employee for said service.

SECTION 5. Life Insurance. Effective October 1, 1993, the City agrees to pay the premium on a base Forty Thousand Dollars (\$40,000.00) of group life and Forty Thousand Dollars (\$40,000.00) accidental death and dismemberment insurance for regular full-time employees.

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<sup>1</sup>Initially a special opt-out period may be implemented outside of the City's open enrollment period.

EFFECTIVE MAY 1, 2006: The City agrees to pay the premium on a base Fifty Thousand Dollars (\$50,000) of group life and Fifty thousand Dollars (\$50,000) accidental death and dismemberment insurance for regular full-time employees.

Effective July 1, 1990, employees may purchase, through payroll deduction, Dependent Life Insurance Coverage according to the following schedule:

<u>Classification</u>	<u>Amount of Life Insurance</u>
Wife or Husband	\$5,000
Unmarried child, age	
14 days to 6 months	500
6 months to 23 years	2,500

EFFECTIVE MAY 1, 2006: The City will offer employees the option, at the employee's expense, to purchase dependent life insurance coverage for their spouse and children, as allowed by the City's insurance company, up to Fifty Thousand Dollars (\$50,000).

Further, employees who retire on or after July 1, 1990, and receive a pension other than a deferred vested pension, may continue Five Thousand Dollars (\$5,000.00) of group coverage by authorizing the appropriate deduction from their pension checks.

This coverage is subject to the conditions set forth in the booklet "Group Life Insurance Plan" available in the Department of Human Resources.

The City reserves the right to substitute another carrier of this coverage; the fundamental provisions of the present plan will not be changed.

SECTION 6. Longevity Bonus. Following his/her completion of five (5) years of continuous, full-time service, computed from his/her seniority date, by October 1 of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive annual longevity bonus as follows:

<u>Service</u>	<u>Annual Bonus</u>
5 or more, and less than 10 years	2% of annual earnings
10 or more, and less than 15 years	4% of annual earnings
15 or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings



Effective October 1, 2001, an employee shall receive annual longevity bonus as follows, subject to the parameters of this Section:

<u>Service</u>	<u>Annual Bonus</u>
5 or more, and less than 10 years	2% of annual earnings
10 or more, and less than 15 years	4% of annual earnings
15 or more, and less than 20 years	6% of annual earnings
20 years, and less than 25 years	8% of annual earnings
25 years, or more	10% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid a prorated longevity bonus based on the number of calendar months of full-time service credited to an employee from the preceding October 1 to the date of his/her retirement.

For purpose of longevity bonus, an employee's annual earnings shall be the wage rate which he/she is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, multiplied by his/her hours worked during the longevity bonus year, and exclusive of overtime pay, premium pay or uniform allowance. No longevity bonus shall be made for that portion of an employee's annual earnings which is in excess of twenty thousand Dollars (\$20,000).

Payment of longevity bonus to an employee who becomes eligible by October 1 of any year shall be due the subsequent December 1, except that an employee whose service with the City terminates for any reason between October 1 and December 1 of any year, shall be paid longevity bonus upon termination of his/her employment.

SECTION 7. Military Reserve Pay Supplement. For not to exceed ten (10) days in the calendar year January 1 through December 31, the City will pay an employee the difference, if any, between his/her pay while on full-time active duty with the Armed Forces Reserve or the National Guard, and the pay he/she would have received had he/she worked his/her scheduled hours during such time(s), provided that the employee gives to the department head prompt notice of such period(s) of duty and provides him/her evidence of his/her performance of such duty and of the payment he/she received therefore.

SECTION 8. Call In, Report Pay and On-Call Pay.

A. Call In or Report Pay. An employee who is scheduled for overtime in advance, called in or who is permitted to work without having been notified that work on the job for which he/she was scheduled is not available may, at the City's discretion, be sent home or be put to work on any job to which the City may assign him/her.

If the employee is put to work he/she shall be assured enough work to give him/her a minimum of three (3) hours pay at his/her applicable rate. If he/she is offered work and declines the offer, the City shall have no liability to him/her for any amount of call in or report pay. If no work is provided by the City, he/she will be paid for three (3) hours at his/her applicable rate.

The City shall have no liability to an employee for the premium provided in the section, or responsibility to offer him/her work, if he/she was absent when notice of lack of work was given or was attempted to be given.

Premium pay provided under this section shall not be due when the employee is not able to work because he/she is on sick leave, vacation leave, personal business, an excused absence, or in case work is not available due to an emergency such as fire, flood, explosion, storm, utility failure, equipment failure or breakdown, work stoppage, labor dispute, act of God, or any condition beyond the control of the City.

B. On-Call Pay. An employee assigned as a regular part of his/her duties to be available to return to duty within a specified period of time (on-call) shall remain available through a pre-arranged means of communication and shall respond within the specified time period. The employee shall be compensated at the rate of one (1) hour of straight time pay for each eight (8) hours of on-call duty, or major portion thereof which is greater than six (6), but only in the event that he/she is not required to return to duty.

SECTION 9. Retirement Pension. The City will continue to provide the retirement pension under the plan which has been in effect, information on which is available at the office of the City's Finance Director. The City reserves the right to substitute another means of providing this coverage, however the fundamental provisions of the plan and the benefits thereunder will not be reduced.

The City shall pay the employees' portion of the retirement cost.

A. Effective July 1, 1976, Section 292.21, Subsection (d) of the ordinance governing the Lansing City Employees Retirement System shall mean: "In the event a member with twenty-five (25) or more years of credited service retires on or after his/her attainment of age fifty-five (55) years, but before attainment of age sixty (60) years, his/her straight life retirement allowance provided in Subsection (a) of this section shall not be reduced one-half of one percent of his/her retirement allowance multiplied by the number of months, and fraction of a month, in the period from the date of his/her retirement to the date he/she would attain age sixty (60) years."

B. Mortality Tables Effective July 1, 1984, merged gender or unisex mortality tables shall be used in the calculation of retirement pension benefits for employees covered hereunder.

EFFECTIVE WITH THE 2004-2008 AGREEMENT RATIFICATION: The City will change the UAW bargaining unit to the use of the gender neutral tables (tables in general use by other ERS member unions) for purpose of the retirement calculation of spousal benefit. Employees who retire after this date shall be affected by this change.

C. Effective February 1, 1990, Section 292.21, Subsection (a) (2) of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five years, of the member's credited service multiplied by two and three-tenths percent (2.3%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and included in the member's straight life retirement allowance. Members shall not earn more than forty-five years of retirement service credit.

D. Effective February 1, 1991, Section 292.21, Subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and four-tenths per cent (2.4%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Members shall not earn in excess of forty-five (45) years of retirement service credit.

E. Effective February 1, 1992, Section 292.21, Subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35)

years, of the member's credited service multiplied by two and one half percent (2.5%) of the member's final average compensation. Credited service in excess of thirty-five (35) years and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and included in the member's straight life retirement allowance. Members shall not earn in excess of forty-five (45) years of retirement service credit.

F. Effective October 1, 1995, Section 292.20, Subsection (a) of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(a) Except as provided in subsection (b) or (c) [of Section 292.20] hereby any member who either has attained or attains the age of fifty-eight years and has eight or more years of credited service, or has attained or attains the age of fifty (50) years and has twenty-five or more years of credited service, may retire upon his or her written application to the Board of Trustees setting forth at what time, neither less than thirty days nor more than ninety days, subsequent to the execution and filing thereof, such member desires to be retired. Upon retirement, the member shall receive a retirement allowance, as provided in Section 292.21.

G. Effective March 1, 2001, Section 292.21, Subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and three quarters percent (2.75%) of the member's final average compensation. Credited service in excess of thirty-five (35) years and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years and through forty-five (45) years, shall be multiplied by one percent (1.0%) of the member's final average compensation and included in the member's straight life retirement allowance. Members shall not earn in excess of forty-five (45) years

of retirement service credit. The maximum pension allowance shall be equal to 100% of an employee's final average compensation.

Employees who retire prior to March 1, 2001 shall not be eligible for the increased multiplier.

H. Effective the first pay date after March 1, 2001, Section 292.35 Subsection (b), of the City of Lansing Ordinances covering the General Employees Retirement System, requires members of this bargaining unit to make a contribution, as follows:

(4) Each member's contribution shall be one and seven tenths percent (1.70%) of the member's annual compensation.

Employee contributions to the Employee Retirement System shall be pre-tax, utilizing the existing 414(h) provision.

I. The City agrees to request a costing to determine, for bargaining unit members and retirees, the: net asset, pension benefit obligation, percent funded, unfunded (overfunded) PBO annual covered payroll, unfunded PBO as a percentage of covered payroll, and investment earnings. The calculation for such accounting shall be as of December 31, 1998.

If the cost for this calculation exceeds ten thousand Dollars (\$10,000), the City is not obligated to proceed. However, if the cost exceeds ten thousand Dollars (\$10,000), the Union and the City shall meet to reevaluate the requested scope of service. An accredited actuarial valuation summary report shall be provided to the Union prior to September 1, 2003.

J. Effective October 2, 2000. A full time employee who is a member of the Employee Retirement System at the time he/she is placed on workers' compensation will receive up to one (1) year (lifetime maximum) of service credit at retirement for the period of time he/she was on workers' compensation, provided the employee retires under a regular age and service retirement with twenty (20) years of service for time actually worked. This benefit shall be applicable to time during which a full time employee was placed on worker's compensation, provided that such employee is full time and on the active payroll on or after October 2, 2000. Any benefit received under this provision shall be offset against any workers' compensation benefits he/she continues to receive and as allowed by law.

SECTION 10. Sick Leave. During the period of his/her absence from work due to his/her illness, injury, substance abuse treatment, or pregnancy, or serious illness of a child and/or spouse, and/or parent, an employee will be paid from his/her sick leave credit hereinafter provided for.

A. Notification. An employee who falls ill or is injured and who expects to be off work so as to use his/her sick leave with pay credit, must notify a supervisor in his/her department or designated location as promptly as is practicable under the circumstances but, in any event, not later than one (1) hour after his/her starting time. An employee working in a 24 hour operation must notify

a supervisor in his/her department or designated location as promptly as is practicable under the circumstances but, in any event not less than prior to the time he/she is scheduled to report for work. In exceptional circumstances the City may waive this requirement. His/her failure to do so may result in denial of his/her claim against sick leave.

B. Worker's Compensation Waiting Period. An employee's sick leave credit may be used to cover his/her "waiting period" under the Worker's Compensation Act and, thereafter, to make up the difference between his/her worker's compensation payments and his/her regular wage.

C. Physician's Certificate. The City may require a physician's certificate to confirm the reason for an absence from work for which an employee makes an illness or injury claim against his/her sick leave credit, if the absence occurs the day before or after a holiday, the day before or after a vacation period, or the day before or after his/her scheduled day(s) off.

D. Increments. Sick leave may be used in one (1) hour blocks.

SECTION 11. Sick Leave Credit. An employee shall be credited with 3.70 hours of sick leave with pay, upon completion of each bi-weekly pay period of service to a maximum accumulation of one-thousand four-hundred fifty-six (1,456 ) hours, which he/she may use as set forth in Sections 1, 10, 12, and 15 of this Article. Sick leave earned beyond the maximum cap of 1,456 hours shall be forfeited bi-weekly. No sick leave credit shall be earned by an employee during an unpaid leave of absence. No employee will forfeit any earned sick leave for unpaid absences of less than thirty (30) calendar days.

An employee or his/her beneficiary will be paid for one-half (1/2) of his/her unused accrued sick leave credit at the date of his/her retirement or death, not exceeding six-hundred eighty (680) hours. Sick leave credit paid out upon retirement or death shall not be included in final average compensation for retirement purposes. An employee who otherwise leaves the City's service may not cash in any part of his/her unused sick leave accrual when he/she leaves.

SECTION 12. Sick Leave Donation. Whenever an employee shall have exhausted all of his/her sick leave, vacation leave, accrued vacation leave, personal leave and compensatory time, the Union may make a written request to have its members donate sick time to the sick employees. All such requests shall be subject to the approval of the department head and the Director of Human Resources. In general, the following conditions apply:

A. Donations to an employee shall be limited to sixty (60) work days restricted to bargaining unit employees who have a non-occupational illness or injury.

B. If a determination is made that the illness or injury is of a permanent disability, the other provisions of this Agreement, including retirement, shall take effect and the employee shall not be entitled to further donations.

C. Donation of sick leave will not be considered as a sick leave occurrence by the donating employee for discipline purposes.

SECTION 13. Vacation Leave.

A. Eligibility and Allowances. A regular, full-time employee shall be eligible for a vacation, with pay, to be earned and available for use on a bi-weekly basis in the first pay period following one (1) year of service, as follows:

<u>SENIORITY</u>	<u>VACATION WITH PAY</u> <u>BI-WEEKLY EARNINGS/MAXIMUM CAP</u>
1 year through 5 years	3.08 hours/240 hours
beginning of year 6	3.40 hours/256 hours
beginning of year 7	3.70 hours/272 hours
beginning of year 8	4.00 hours/288 hours
beginning of year 9	4.32 hours/304 hours
beginning of year 10	4.62 hours/320 hours
beginning of year 11	4.94 hours/336 hours
beginning of year 12	5.24 hours/352 hours
beginning of year 13	5.54 hours/368 hours
beginning of year 14	5.86 hours/384 hours
beginning of year 15, And thereafter	6.16 hours/400 hours

Authorized vacation shall not exceed the maximum cap. Vacation earned in excess of the maximum cap shall be forfeited bi-weekly. No employee will forfeit any earned vacation leave for unpaid absences of less than thirty (30) calendar days.

An employee whose vacation period includes an authorized holiday shall have equivalent time added to his/her vacation period. No vacation leave shall be earned by an employee during an unpaid leave of absence.

B. Scheduling. Vacations will be scheduled at a time mutually agreeable to the employee and his/her Department Head at such time(s) as will least interfere with the efficient operation of the Department and with due regard for the expressed preference of the employee.

Vacation leave is expressed in work hours so that an employee who desires to may take vacation leave in minimum increments of one (1) hour.

If two (2) or more employees request the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the City's performance of its services, choice of vacation period shall be granted in seniority order of the employees involved.

C. Payment. Vacation pay shall be computed at the employee's regular, straight time rate of pay at the time the vacation is taken.

If an employee leaves the City's service before completing one (1) full year of service, no accrued vacation will be allowed. An employee who has served one (1) year or more shall be paid for any accrued vacation due, on leaving the City's service, at his/her regular, straight time rate of pay during his/her last pay period of active service for the City.

SECTION 14. Personal Leave. Each member of the bargaining unit, at the beginning of each calendar year, shall be entitled to time off with pay for two (2) personal leave days per calendar year provided that such employee shall submit a written request to his/her department head or his/her designee not later than the end of the employee's previously scheduled work shift.

In unusual or emergency situations, a written request to the department head or designee later than the end of the employee's previously scheduled work shift, shall not be unreasonably denied. When an employee requests personal leave and it is denied because of the operating needs of the City, such personal leave can be carried over to the next calendar year.

Personal leave may be taken in one (1) hour increments.

SECTION 15. Worker's Compensation. Pursuant to Michigan law, the City provides, at its sole expense, worker's compensation coverage for each employee covered by this Agreement.

A. Leave Time Usage for Wage Offset. An employee may use his/her accrued sick leave, vacation, or personal leave to cover the waiting period applicable under the Workers' Disability Compensation Act if any, and to offset the difference between his/her regular bi-weekly wages and the Workers' Compensation payment. Authorization for this use of leave benefits shall be granted, to the extent of accrued leave time, upon written notification of the employee's supervisor.

B. Leave Time Accrual. Any employee that is placed on Workers' Compensation Leave status following December 1, 1989 shall not accrue sick leave, vacation leave or personal leave after 104 weeks on Workers' Compensation.

C. Wage Service Credits. Employees on workers' compensation status shall continue to earn service credit toward step wage increases for the first thirty (30) calendar days of such leave; however, beginning on the thirty-first (31) calendar day, service credit accrual shall be interrupted until the employee's return to active service.

D. Retirement Service Credits. Effective October 2, 2000, a full time employee who is a member of the Employee Retirement System who is placed on workers' compensation will receive up to one (1) year (lifetime maximum) of service credit as referenced in and subject to the requirements specified in Section 9 J of this Article.



SECTION 16. Uniforms. The City shall provide uniforms for bargaining unit members that may include shirts (summer and winter), pants, and/or coveralls to fit specific operational needs or other factors. The City and the Union shall jointly determine the vendor who will supply the uniforms in order to ensure fitness and quality of the uniforms and service. Selection of the vendor shall be in compliance with the City's adopted purchasing ordinance and procedures. Either party may initiate a special conference to discuss variations in the uniform; but changes shall not be made without advance notice to the Union President and an opportunity for the Union's input.

All employees that are provided uniforms shall wear them unless excused by the appropriate supervisor. Employees provided uniforms shall be responsible for their reasonable care. Upon termination or transfer, uniforms shall be turned in, or the employee shall be responsible for the cost of replacement through payroll deduction. Employees shall not be held responsible for uniforms lost or misplaced by the vendor. However, if employees do not report a shortage by the end of the work day following the employee's receipt of delivery, it shall be assumed that the employee received the correct number of uniforms.

SECTION 17. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to bargaining unit members, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to implement a Deferred Compensation Plan which is made available to other City employees.

The City shall have the sole discretion in changing vendors, changing administration of the Plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days notice to the Union.

Employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be borne by the employees participating in the Deferred Compensation Plan.

SECTION 18. Sickness and Accident Insurance. The City will initially implement a twenty-six (26) week sickness and accident policy proposed by the UAW Local 2256 (with a fifteen [15] month guaranteed premium) as soon as practicable after February 1, 1987, subject to possible change of carrier but changes limited to comparable terms. There will be no retirement service credit, sick leave, vacation leave or personal leave accrual while on Sickness and Accident Leave status.

As soon as reasonably possible after December 1, 1989, the City shall provide, a twenty-six (26) week sickness and accident policy, the terms of which shall include a benefit beginning on the eighth (8) day following accidents and the fifteenth (15) day following illnesses. The bi-weekly

benefit shall be 66 2/3's percent of the employee's bi-weekly wage, maximum bi-weekly benefit \$1,000.00.

Employees on sickness and accident leave status shall continue to earn service credit toward wage step increases for the first thirty (30) days of such leave; however, beginning on the thirty-first (31) calendar day, service credit accrual for wage increases shall be interrupted until the employee's return to active service. Where applicable, Family and Medical Leave shall run in concurrence with Sickness and Accident Insurance, per Article 11, Section 3.

SECTION 19. Medical and Dependent Care Reimbursement Account. The City agrees to implement an IRS approved plan following ratification of the 2000 Agreement, which allows employees to pay for medical insurance premiums, unreimbursed medical expenses, and dependent care costs with pre-tax Dollars. Any costs charged by the third party administrator shall be borne by the employee.

## ARTICLE 11

### LEAVES OF ABSENCE

SECTION 1. Military Service Leave. The City and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and decisions of the Courts. Application for military service leave shall be made to the department head. Such leave shall be without pay.

SECTION 2. Personal Business Leave. An employee shall have the right to make application, in writing, to the department head for a leave of absence of one (1) calendar month or less, for reasons of persuasive nature which he/she shall state in his/her application. Granting of such leave shall be in the City's discretion, subject to appeal of a denial beginning at Step 3 of the grievance procedure.

Extension of a personal business leave of absence may be granted, in the City's discretion, subject to appeal of a denial to the grievance procedure at Step 3, for a further period or periods, to a total period of leave of not to exceed three (3) calendar months if:

The reason is illness or injury in the employee's immediate family (spouse, child, or other family member residing in the same household and dependent to the extent that a Federal income tax exemption, in the most recent year of filing, was claimed by a member of the household). The employee furnishes to the department head a physician's written opinion that it would be advisable for the employee to be at home to attend the ill or injured family member.

During a personal business leave (including any extension or extensions of a personal business leave), seniority shall be retained and shall be accumulated. An employee shall be paid from, and to the extent of, his/her sick leave credit, for any period of personal business leave due to illness or injury in his/her immediate family, but an employee shall not otherwise be paid during a personal business leave.

There shall be no fringe benefit entitlement after the first thirty (30) days of such leave, except that health insurance coverage shall continue at the City's expense for the first ninety (90) days of such leave. Health insurance may be continued thereafter by the employee by making arrangements with the Finance Department to make payment therefore. Service credit toward wage step increases shall not accrue after the first thirty (30) days of such leave.

Nothing in this Agreement shall abrogate an employee's rights under the Family and Medical Leave Act (FMLA).

SECTION 3. Family and Medical Leave. The City requires that any accrued leave time (vacation, sick, or personal leave time) must be used for FMLA leave prior to authorizing unpaid FMLA leave time for all or part of any FMLA relating to: birth; placement of a child for adoption or foster care; or care for a spouse, child or parent who has a serious health condition; or for the employee's own serious health condition. However, if an employee is utilizing his/her Sick & Accident benefit, in accordance with this bargaining Agreement, the employee is only required to use his/her accrued leave time to cover the wait period appropriate to his/her qualifying event, which is a seven (7) day wait period for an employee's injury or a fourteen (14) day wait period for an employee's illness, pursuant to the Sick and Accident Plan. In the event that the employee has exhausted his/her accrued leave time prior to covering the wait period, he/she will be on an unpaid status that will continue to count against his/her FMLA entitlement.

SECTION 4. Special Sick Leave Without Pay. A regular full-time employee with at least two (2) years of seniority who is ill or suffers an injury and who has exhausted his/her sick leave, personal leave, and vacation, shall be granted a special sick leave of absence. Application for special sick leave shall be made to the department head, and shall be supported by evidence from the employee's physician that is satisfactory to the City that the employee is incapable of performing his/her customary duties or other duties that are available and the anticipated length of disability.

If illness continues beyond one hundred twenty (120) days, extension(s) of special sick leave shall be granted on the employee's application similarly supported by a physician statement, in increments of one hundred twenty (120) days.

All special sick leaves of absence are without pay and benefits, except that hospital, medical and surgical insurance as provided in Article 10, Section 3, shall be continued during the period of special sick leave. Seniority does not accrue after the first thirty (30) days of such absence. Employees may pay to continue life insurance coverage throughout the Special Sick Leave of Absence by making appropriate arrangements through the Finance Department.

An employee who is on special sick leave for a total of one (1) year shall be terminated as a voluntary resignation.

An employee desiring to return to work from a special sick leave of absence shall be required by the City to furnish a statement from the City physician that he/she has adequately recuperated and is fit to return to the work to which he/she will be assigned, if he/she underwent surgery while on special sick leave or if he/she was on special sick leave more than one (1) month.

SECTION 5. Union Business Leave.

A. An employee covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence, without pay, for his/her term of office and any subsequent terms, but not more than two (2) years. Request for such leave shall be submitted to the Labor Relations Manager by any officer of the Union.

B. Any other Union business leave of absence shall be granted, for the period of service for the Union, provided, however, that not more than two (2) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit the City adequate time to cover the work of the employee(s) for whom leave is required. A request for such leave for Union business shall be in writing, shall be submitted by the President of the Union to the City's Labor Relations Manager and shall state the specific purpose for which leave is requested. A total of not more than ten (10) days of such Union business leave(s) time shall be paid by the City per year (July 1 through June 30 of the following calendar year); Union business leave shall otherwise be without pay.

SECTION 6. Leaves of Absence and Loss of Seniority-General. An employee who gives false reason for obtaining a leave of absence, or who accepts employment elsewhere while on a leave of absence (other than a Union business, or military reserve or service leave), or who is self-employed for the purpose of making a profit during a leave, shall cease to have seniority and his/her name shall be removed from the seniority list.

An employee who fails to report for work at his/her starting time on his/her first work day after expiration of a leave of absence shall cease to have seniority and his/her name shall be removed from the seniority list. However, if the employee's failure to report is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the City's Director of Human Resources by telegram or by registered or receipted mail, received prior to the above deadline. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated upon request of the Director of Human Resources, to his/her satisfaction, the City may determine that the employee's loss of seniority shall stand, and the employee may appeal the City's determination to the grievance procedure, beginning at Step 3.

ARTICLE 12

SOLID WASTE OPERATION

SECTION 1. Scheduled Holidays. Any week containing a City observed holiday will have the collection day after the holiday shifted to one (1) day later, including Saturday. Because of the three (3) weeks containing two (2) holidays each, employees in the Solid Waste Operators will be required to work on three (3) holidays.

A. Three (3) holidays will be regularly scheduled work days:

New Year's Eve Day  
Day After Thanksgiving  
Christmas Eve Day

B. Employees in the Solid Waste Operation will be granted one (1) eight (8) hour floating personal holiday for each of the above holidays they work. Employees who request days off shall receive preference granted by seniority and shall be granted said days off within three (3) weeks of their notice to the City to take the days off. In addition, such an employee who works on such a holiday shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for such hours worked.

C. Nine (9) Saturdays will be designated as regularly scheduled work days, compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay if such hours worked result in the employee working overtime as defined by the contract.

D. Overtime distribution will be pursuant to Article 9, Section 1 (E) of the contract.

SECTION 2. Work Procedures. Employees in the Refuse Operation will be permitted to leave work before the end of their assigned shift and be compensated for the entire shift provided that:

A. All refuse routes are completed.

B. Cleaning and maintenance of equipment is completed.

C. Employees will not be permitted to leave before 12:00 noon.

D. In the event there is an increase in missed pickups or citizen complaints attributable to the employees, the City shall meet with UAW representatives to correct the problem. In the event complaints persist related to the work of the employees involved, the benefit may be suspended.

E. The above provisions shall be applied to bulk route pickup employees in the Refuse Operation as a separate work function when the bulk truck routes are completed, unless Solid Waste

Operators are asked to assist on the refuse routes.

SECTION 3. Backup Solid Waste Operators. The parties agree that there shall be five (5) back-up Solid Waste Operators who must work that classification for one (1) year.

Considerations for full-time vacant Solid Waste Operators (400) positions shall be given to the senior qualified bidder in the following priority order:

- A. Full-time, regular employees who have held a permanent or Backup Solid Waste Operator position for at least one year;
- B. Other full-time, regular employees;
- C. Seasonal employees who have been backup Solid Waste Operators for at least one season;
- D. Other seasonal employees;
- E. Part-time employees.

Each season the five (5) most senior, qualified seasonals expressing a desire upon recall to be trained as a Backup Solid Waste Operator will be offered such training. As a condition of receiving the training, these employees shall be assigned to work that season in the Operations and Maintenance Division.

## ARTICLE 13

### PART-TIME EMPLOYEES

SECTION 1. Definition. Part-time employees are employees who perform bargaining unit work and who ordinarily work less than forty (40) hours per week. Casual employees are part-time employees who ordinarily work less than twenty (20) hours in a two (2) week period, are not subject to the collective bargaining agreement, and are not represented by the Union; provided, that the City shall not employ more than five (5) casual employees doing bargaining unit work at any time.

SECTION 2. Representation. Part-time employees (other than casual) shall be represented by the Union.

SECTION 3. Non-Economic Provisions. Part-time employees will be covered by the non-economic provisions of this Agreement, except as specified in this Article.

SECTION 4. Classifications. Part-time employees may perform bargaining unit work only in one of the following classifications:

Parking Revenue Collector  
Security Employee  
Park Caretaker

Further, part-time employees shall not perform such work in the above classifications while any full-time employee, either in the same classification or performing the same work in the same department, is laid off; unless the full-time employee in the same classification or performing the same work was displaced by a more senior full-time employee through the bumping process.

SECTION 5. Seniority.

A. Part-time employees shall accrue seniority at one-half (50%) of that of a full-time employee, as provided in Article 5, Section 1; provided, periods longer than one (1) calendar year for which the part-time employee is eligible for Worker's Compensation benefits shall not be counted toward seniority accrual.

B. Part-time employees will be awarded seniority status and their probationary period will end after working five hundred twenty (520) hours.

C. During layoffs and leaves of absence, part-time employees will not earn seniority, but will retain the seniority previously earned.

D. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

SECTION 6. Application of Seniority. Part-time employees' seniority may be used as follows:

A. Full-time Job Openings. In job bidding for full-time positions, except Parking Revenue Collector, they shall be posted and filled as follows:

1. Full-time employees
2. Seasonal employees
3. Part-time employees

In job bidding for full-time Parking Revenue Collector I positions, they shall be posted and filled as follows:

1. Full-time employees
2. Part-time Parking Revenue Collectors
3. Seasonal employees
4. Other part-time employees

Selection of part-time employees to fill full-time positions, provided the bidding employee has the necessary qualifications, shall be based on seniority with the senior employee being given the job.

B. Transfer Into Full-Time Positions.

1. Part-time employees who are permanently transferred into full-time positions shall have their part-time seniority added to their regular seniority for purposes of vacation eligibility and allowance, longevity bonus, Article 6 provisions, layoff and recall, and health insurance.
2. Part-time employees who are permanently transferred into full-time positions shall start on the salary schedule at the starting rate for the full-time classification, irrespective of seniority acquired as a part-time employee.

C. Layoff. If it becomes necessary to have a layoff of part-time employees, the following procedure shall apply:

1. Within thirty (30) days before implementation of a layoff, the Union shall be notified of the pending layoff. The Union and the City shall meet within five (5) days after notice is received by the Union to identify the positions anticipated to be affected by the layoff, and to discuss special issues, if any, which were not anticipated when the layoff procedure was negotiated. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of the layoff.
2. Probationary employees within the affected positions shall be laid off first, followed by seniority employees in inverse order of seniority.
3. Part-time employees displaced by layoff shall have the following options:
  - (a). The laid off employee shall accept placement in a part-time vacancy for which he/she is qualified.
  - (b). If such a part-time vacancy does not exist, the laid off employee shall bump the least senior part-time employee occupying another part-time position for which he/she is qualified, if such a position exists, and be paid at the rate of the position to which he/she bumps;



- (c). After vacant seasonal positions have been offered to seniority seasonal employees, the laid off part-time employee may accept an offer of a vacant seasonal position and transfer his/her seniority. Upon acceptance of such a position, the employee shall be paid at the seasonal rate and lose recall rights to future part-time vacancies.
- (d). The laid off part-time employee may bid on any vacant full-time or seasonal position. Upon acceptance of such a position, the part-time employee's seniority shall be transferred, he/she will be paid at the applicable full-time or seasonal rate and lose recall rights to future part-time vacancies.

D. Recall. A laid off part-time employee shall retain his/her seniority for recall to a part-time position for which he/she is qualified for two (2) years, or until he/she accepts other employment with the City, whichever occurs first. Recall procedures shall be established by the City, with the most senior employee being recalled first. A copy of the recall procedures will be provided to the Union.

E. Transfer to Seasonal Laborer I. The City shall post, for a single three (3) day period, notice of Seasonal Laborer I vacancies, consideration for which shall be given to Union members currently working in part-time positions. Selection of part-time employees for seasonal vacancies shall be based on seniority with the part-time senior employee being given the job if qualified. Placement of employees in this group shall be made after all seasonal laborers with established seniority are recalled. Part-time employees who transfer to a seasonal laborer position shall be credited the seniority earned during their part-time employment status (as computed in Section 5[A] above) toward seasonal seniority, and shall give up any preference to return to a part-time position based upon previously earned part-time seniority or part-time employment status. After consideration or placement as a seasonal laborer has been given to part-time employees, the City shall fill any remaining seasonal laborer vacancies using established personnel procedures.

SECTION 7. Paid Time Off ("PTO"). Effective October 1, 1987, seniority part-time employees shall be paid for time off, PROVIDED, advance approval is obtained as follows:

1st year employee	8 hours
2nd year employee	16 hours
3rd or later year employee	24 hours

PTO may be used in increments of no less than one (1) hour, and must be used between October 1 of the year accrued and September 30 of the following year (or lost).

SECTION 8. Wages. The wage rate for part-time employees other than Park Caretakers (and including full-time Parking Revenue Collectors) hired on or before November 30, 1989, shall be equal to 95% of pay level 100, step 1.

The base wage for part-time employees other than Park Caretakers hired on or after December 1,

1989 shall equal ninety percent (90%) of the starting wage rate for classification level 100, step 1.

The wage rate for Park Caretakers hired on or before November 30, 1989 shall be equal to 90% of pay level 300, step 2.

The wage rate for Park Caretakers hired on or after December 1, 1989 shall equal ninety percent (90%) of the starting wage rate for pay level 200, step 1.

SECTION 9. Part-time Employees/Hospital, Medical, and Surgical Insurance. Part-time employees, after completion of the probationary period as specified in Article 5, Section 3, shall be allowed to purchase hospital, medical and surgical insurance as provided for in Article 10, Section 3, through payroll deduction or by direct payment to the City.

SECTION 10. Part-Time Employees/Dental Insurance. Part-time employees, after completion of the probationary period as specified in Article 13, Section 5 B, shall be allowed to purchase dental insurance as provided for in Article 10, Section 3 G through payroll deduction.

SECTION 11. Parking. Part-time employees who report for work in the central business district, shall be eligible for either a parking or bus transportation subsidy, as provided in Article 20 of the Agreement.

SECTION 12. Uniforms. The City shall provide uniforms, as provided in Article 10, Section 16 of the Agreement.

SECTION 13. Bereavement Time, With Pay. At the time of the death of a current spouse, child, parent or parent of a current spouse, an employee may use a maximum of the next three (3) work days with pay, not to be deducted from the accumulated paid time off bank ("PTO"). The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may withhold payment if the employee did not make proper request for leave, prior to taking the time off, so that his/her work would be covered during the absence.

SECTION 14. Holiday Pay. Seniority part time employees shall be paid for all recognized holidays in this Agreement at the rate of four (4) hours per day. Any part time employee who works on a recognized holiday within this Agreement shall be paid, in addition to holiday pay, time and one half for all hours worked.

SECTION 15. Jury Duty or Witness Pay Supplement. During the period when part-time employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, in a legal action to which the part-time employee is not a party, he/she shall receive the pay the part-time employee would have received had he/she worked his/her scheduled shift(s) during his/her period of jury duty or witness service provided that the part-time employee gives to his/her Department Head or his/her designee prompt notice of his/her call for jury duty or witness service and remits to the City all jury member or witness fee payments other than

travel allowances received by the part-time employee for said service.

SECTION 16. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to part time employees, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to implement a Deferred Compensation Plan which is made available to other City employees.

The City shall have the sole discretion in changing vendors, changing administration of the plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days notice to the Union.

Part time employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be borne by the employees participating in the Deferred Compensation Plan.

SECTION 17. Overtime. Part time employees who work more than forty (40) hours per workweek shall be compensated at a rate of one hundred fifty-two percent (152%) of the employee's regular hourly wage rate for hours more than forty (40) in a workweek.

SECTION 18. Work Breaks. Part time employees who work four (4) hours or more shall be granted one fifteen (15) minute work break. Part time employees who work eight (8) hours or more will receive a second fifteen (15) minute work break during the second four (4) hours of their work day. Breaks shall be scheduled by the employee's supervisor consistent with current practice.

SECTION 19. Clean-Up Time. Each department has established its own policy for clean-up time before lunch and before quitting time for employees covered under this Collective Bargaining Agreement. However, in no event shall part time employees covered hereby be provided less than five (5) minutes clean-up time before lunch and before quitting time.

## ARTICLE 14

### SEASONAL EMPLOYEES

SECTION 1. Definition. Seasonal employees are employees who perform bargaining unit work who generally work during the March through November period, and who generally work full-time (forty [40] hours per workweek) but not a full year. A seasonal employee is one who is used to

perform seasonal work to assist the regular work force. They will continue to perform work as in the past (including work by what were previously called "temporary employees").

SECTION 2. Representation. Seasonal employees will be represented by the Union.

SECTION 3. Non-Economic Provisions. Seasonal employees will be covered by the non-economic provisions of this Agreement, except as specified in this Article.

SECTION 4. Classification. Seasonal employees will be classified as Seasonal Laborer I and shall perform bargaining unit work only in that classification.

SECTION 5. Seniority.

A. Seniority shall be based upon total calendar days of employment with the City, from the date of hire to the date of termination, regardless of the number of actual days worked. Seniority from previous years, commencing with July 1, 1982, shall be considered in determining the rankings on the departmental seniority rosters except for the Parks and Recreation Department (see Section 6, C of this Article). Provided, periods longer than one (1) calendar year for which a seasonal employee is eligible for worker's compensation benefits shall not be counted toward seasonal seniority accrual.

B. Seasonal employees will be subject to the probationary period specified in Article 5, Section 3.

C. During layoffs and leaves of absence, seasonal seniority shall not accrue, but the amount previously earned shall be retained.

D. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the alphabetical order of the last names they bore on the date they were placed on the seniority list.

E. Seasonal employees who do not obtain seniority during their initial work season, if offered employment within the next nine (9) months, shall be credited with total days earned from their first day of work, if the total number of days combined equals or exceeds 120 calendar days.

SECTION 6. Application of Seniority.

A. Full-time Job Openings. Seasonal employees' seniority may be used as follows: To be considered for full-time positions, after the full-time employees have been granted first opportunity. Selection of seasonal employees to fill full-time positions, provided the bidding employee has the necessary qualifications, shall be based on seniority with the senior employee being given the job.

B. Transfer into Full-Time Positions.

1. Seasonal employees who are permanently transferred into full-time positions will

have their seasonal seniority added to their regular seniority for purpose of vacation eligibility and allowances, longevity, Article 6 provisions, layoff and recall, and health insurance.

2. Seasonal employees who are permanently transferred into full-time positions shall start on the salary schedule at the starting rate for the full-time classification, irrespective of seniority acquired as a seasonal.

C. Parks & Recreation Department Seasonal Work Group Assignments and Transfers.

1. Beginning of Season Job Assignments. This provision applies at the beginning of the season when the City determines that vacancies are to be filled for seasonal positions in the Parks & Recreation Department work groups. When such vacancies are filled, seasonal employees may choose the work group to which they will be assigned based upon seniority.
2. This provision applies during a work season when the City determines that vacancies are to be filled for seasonal positions in Parks & Recreation Department work groups. When such vacancies are filled, the City will first offer the position to seasonal employees within the same work group based upon seniority. If a vacancy remains unfilled, then the City will offer the position to seasonal employees in other Parks & Recreation Department work groups based upon seniority.

D. Layoff. The following procedure shall apply to the layoff of seasonal employees:

1. Seasonal employees shall have at least fourteen (14) calendar days' notice of layoff.
2. Probationary seasonal employees within the affected department, except for the Parks & Recreation Department (see Section 6, C of this Article) shall be terminated first, followed by the layoff of seniority employees in inverse order of seniority.

E. Recall. A seniority seasonal employee shall retain recall rights until the first of the following occurs:

1. The employee is recalled by seniority order to the department, except for the Parks & Recreation Department (see Section 6, C of this Article) in which most recently employed;
2. The employee transfers to a full-time position for which he/she has bid. Recall procedures shall be established by the City, with the most senior employee being recalled first. A copy of the recall procedures will be provided to the Union.

SECTION 7. Paid Time Off ("PTO"). Effective July 1, 1987, seniority seasonals shall be paid for time off as follows, PROVIDED, advance approval is obtained:

2nd year employee	24 hours
3rd or later year employee	32 hours

PTO shall be credited to eligible employees upon recall each year after July 1, 1987. PTO may be used in increments of no less Than one (1) hour, and must be used during the season accrued (or lost).

SECTION 8. Seasonal Report Pay. Effective February 1, 1987, seniority seasonals shall be eligible for and shall receive three (3) hours of report pay if they report on time for work, but are sent home prior to the end of the third hour of the scheduled shift.

SECTION 9. Wages. The wage rate for seasonals hired on or before November 30, 1989, shall be equal to 90% of pay level 300, step 2 flat rate.

The wage rate for seasonal employees hired on or after December 1, 1989 shall equal ninety percent (90%) of the starting wage rate for pay level 200 step 1 flat rate.

SECTION 10. Seasonal Employees/Hospital, Medical, and Surgical Insurance. Seasonal employees, after completion of the probationary period as specified in Article 5, Section 3, shall be allowed to purchase hospital, medical and surgical insurance as provided for in Article 10, Section 3, through payroll deduction or by direct payment to the City.

SECTION 11. Parking. Seasonal employees who report for work in the central business district, shall be eligible for either parking or bus transportation subsidy as provided in Article 20 of the Agreement.

SECTION 12. Uniforms. The City shall provide uniforms for bargaining unit employees as determined pursuant to Article 10, Section 16. Employees that are provided uniforms shall be required to wear them, and shall be responsible for their reasonable care. Upon termination, layoff or transfer, uniforms shall be turned in, or the employee shall be responsible for the cost of replacement through payroll deduction. Employees shall not be held responsible for uniforms lost or misplaced by the vendor.

SECTION 13. Bereavement Time, With Pay. At the time of the death of a current spouse, child, parent or parent of a current spouse, an employee may use a maximum of the next three (3) work days with pay, not to be deducted from the accumulated paid time off bank ("PTO"). The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may

withhold payment if the employee did not make proper request for leave, prior to taking the time off, so that his/her work would be covered during the absence.

SECTION 14. Jury Duty or Witness Pay Supplement. During the period when a seasonal employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, in a legal action to which the seasonal employee is not a party, he/she shall receive the pay the seasonal employee would have received had he/she worked his/her scheduled shift(s) during his/her period of jury duty or witness service provided that the seasonal employee gives to his/her Department Head or his/her designee prompt notice of his/her call for jury duty or witness service and remits to the City all jury member or witness fee payments other than travel allowances received by the seasonal employee for said service.

SECTION 15. Holidays. A seniority seasonal employee on the active payroll shall be paid for all holidays recognized in Article 10, Section 2, provided that he/she is not on layoff status, and he/she works or is paid pursuant to this Agreement, the full period of his/her last scheduled work day prior to, and his/her next scheduled work day following the holiday.

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be so observed as the holiday, excepting that, whenever State or Federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

A seniority seasonal employee who works any of the holidays designated above shall receive time and one-half (1-1/2) the seasonal employee's hourly rate of pay for all hours worked in addition to holiday pay.

SECTION 16. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to seasonal employees, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to implement a Deferred Compensation Plan which is made available to other City employees.

The City shall have the sole discretion in changing vendors, changing administration of the plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Union. The City may, in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days notice to the Union.

Seasonal employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be

borne by the employees participating in the Deferred Compensation Plan.

SECTION 17. Hours of Work.

A. The Normal Work Week and Work Day. Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the regular hourly rate shall be paid as set forth in Appendix A of this Agreement. No seasonal employee shall have his/her work week schedule altered for the purpose of avoiding the payment of overtime. No seasonal employee shall be required to work on his/her scheduled day off in lieu of his/her scheduled work day. Nothing herein shall be construed as meaning that any seasonal employee shall receive overtime pay for Saturday and Sunday work unless such work is performed according to B and/or C of this Section. Provided, this Section shall not be construed to prevent the implementation of special shift arrangements in operational units different from the above, which incorporates the concepts of core time, compressed time or flexible work schedules, where the change is initiated by the Labor Relations Manager in writing and approved by the Union President.

B. Overtime - Time and One-Half. Time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to holiday pay therefore), shall be compensated for at the rate of one and one-half (computed at one hundred fifty-two [152%] percent) times the seasonal employee's regular hourly rate of pay, exclusive of shift or premium pay. Seasonal employees working on six (6) continuous day operations will receive one and one-half (computed at one hundred fifty-two [152%] percent) times the seasonal employee's regular hourly rate of pay for all hours worked on the sixth (6th) day, if he/she has worked forty (40) hours on the previous five (5) days of the seasonal employee's work week.

C. Overtime - Double Time. Double time will be paid for all hours worked on Sunday, except for seasonal employees working on seven (7) continuous day operations who will receive double time for all hours worked on the seventh (7th) day of the seasonal employee's work week.

D. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid time off leave days shall be considered as days worked. For the purpose of computing overtime work on Saturday or sixth (6th) day, and Sunday or seventh (7th) day, the normal starting time of each seasonal employee's regular shift shall be used for the twenty-four (24) hour period on Saturday or sixth (6th) day, and the twenty-four (24) hour period on Sunday or seventh (7th) day, to define B and C of this Section 17. In no case shall any seasonal employee be paid for any time not actually worked.

E. Distribution of Overtime. When overtime is required, it shall be approved by the seasonal employee's immediate supervisor, and it shall be equalized as nearly as practical among seasonal employees holding like job classifications within a single departmental division, or among seasonal employees holding classifications within a negotiated division or section equalization group. An up-to-date equalization chart showing overtime hours (recorded in a manner to reflect the applicable time and a half or double time rate) will be posted weekly in a prominent place in each departmental division. This equalization chart shall be kept on a continuous basis and may be jointly



Reviewed from time to time as necessary by special conference as provided by Article 16, Section 9 of this Agreement. This chart may be replaced monthly, but when it is, the accumulated number of overtime hours will be carried forward to the chart next posted. However, on January 1<sup>st</sup> each calendar year, the hours of the seasonal employee who has the fewest hours on the equalization of hours (E.O.H.) chart shall be reduced to zero (0). The hours of all other seasonal employees within the same E.O.H. group shall be reduced by an amount equal to that which the seasonal employee with the least hours was reduced.

Whenever overtime is required of seasonal employees, the person with the least number of overtime hours in that classification within a single departmental division or negotiated equalization group will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the seasonal employee was unavailable or did not choose to work, will be charged the average number of overtime hours of the seasonal employees working during that period. Seasonal employees newly entered in a group as a new hire, or a transferred seasonal employee shall be credited with the highest number of hours of the equalization group which he/she enters.

F. Work Breaks. A seasonal employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by his/her immediate supervisor, consistent with current practices.

G. Night Premium. Seasonal employees who work between 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, seventy five cents (\$.75) per hour night premium. This shift premium does not apply to seasonal employees working overtime.

Seasonal employees at the Wastewater Treatment Plant are eligible for shift differential for their entire shift provided that at least part of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the seasonal employee receives overtime.

Seasonal employees outside the Wastewater Treatment Plant shall also be eligible for shift differential for their entire shift, provided that at least four (4) hours of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours that the seasonal employee receives overtime.

H. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week under any of the terms of this Section. It is the intent of the parties through this provision to ensure that a seasonal employee is paid the single, best applicable wage premium. For example, a seasonal employee working overtime on the night shift shall be paid the applicable overtime rate but not the night shift premium.

I. General. The foregoing provisions of this Section 17 are intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work.

J. Computation of Pay. Seasonal employees who report late for work or who leave work early, or who work overtime shall have all such hours computed for pay purposes to the nearest one tenth of an hour including any fraction thereof.

K. Clean-Up Time. Each department has established its own policy for clean-up time before lunch and before quitting time for employees covered under this collective bargaining agreement. However, in no event shall seasonal employees covered hereby be provided less than five (5) minutes clean-up time before lunch and before quitting time.

## ARTICLE 15

### HUMANITARIAN ASSIGNMENTS

The City's goal in regard to injured employees is to ensure that no employee is forced to leave the City's workforce solely by reason of acquired disability so long as the employee's disability may be reasonably accommodated to continue employment by the City. The City of Lansing will assist individuals who become disabled or otherwise acquire disability status while employees of the City, to maintain their employment by exploring the following options:

- A. A return to work at the same job.
- B. A return to work at the same job, with accommodations.
- C. A return to work at a different job.
- D. A return to work at a different job, with accommodations.

The employee may be transferred to one (1) or more vacant positions, at the same or lower classification, he/she is capable of performing, without regard to the job posting or seniority provisions of this Agreement.

In the event two (2) employees simultaneously suffer from a disability, one of which was work related and one not work related, preference shall be given to the employee with a work related disability. The affected employee shall be placed on the salary schedule of the vacant position commensurate with, or closest to, the employee's wage rate prior to disability status, and shall continue to receive all benefits under the Agreement. The City's Disability Reasonable Accommodation Policy and Policy to Assist Employees Who Become disabled is included herein and made a part of this Agreement.

The City of Lansing will work with appropriate medical and rehabilitation personnel to assure that individuals who return to work do so at minimum risk to their health and at maximum utilization of their work skills and abilities.

## ARTICLE 16

### MISCELLANEOUS

SECTION 1. Addresses and Telephone Number of Employees. Each employee covered hereby, whether on or off the active payroll, must keep the City currently advised of his/her correct mailing address and of his/her telephone number, if any.

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the changes on the form available at the Personnel Office and returns such form there, duly completed. The City shall give the employee a receipt for his/her notice of change of address or of telephone number, at the time he/she turns in such notice.

In the case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Director of Human Resources, City of Lansing, 124 W. Michigan Avenue, Lansing, Michigan 48933."

The City shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for his/her failure to give notice which arises from his/her not following the procedures above.

The employee is encouraged to provide his/her new telephone number to the departmental division immediately after it is effective. The City shall not be responsible for the consequences of any failure to reach the employee by telephone for an overtime assignment within one calendar week of it being provided to the Department of Human Resources, if the employee has not also provided it to the division by the date of the offer of overtime.

SECTION 2. Aid to Other Unions. The City 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.

SECTION 3. Anti-Discrimination. The City and the Union agrees that all provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, national origin, marital status, dependents, sex, age, sexual orientation or other statutorily protected status, and the Union agrees that it will not exclude any employee covered hereby from membership for the above.

It is the continuing policy and recognized obligation of the City and the Union that the

provisions of the agreement shall be applied fairly and in accordance with those federal and state employment laws relating to equal employment opportunity. Each party agrees to advise the other of equal employment opportunity problems of which they are aware. The City and the Union will jointly seek solutions to such problems through the procedures and programs provided in this agreement. Furthermore, the City and the Union will take necessary action to promote goals and objectives of equal employment opportunities. In this vein, the City and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination in accordance with state and federal law.

In accordance with the above, the Union and the City shall establish a Joint Labor-Management Committee that reflects the diversity of the community in order to ensure that protected group members have equal access to employment opportunities with the City of Lansing UAW, Local 2256.

The committee shall:

- A. working with the Affirmative Action Officer and Director of Human Resources of the City, review and analyze the workforce composition of the department to determine if protected group members are underutilized within the department;
- B. review the selection process to determine what impact, if any, existing practices in position descriptions, position titles, application forms, interview procedures, testing administration and testing validity have on recruiting, hiring and promoting protected group members;
- C. recommend changes in any of these practices which create a barrier to recruiting, hiring and promoting protected group members;
- D. develop an outreach and recruitment program with the City's Affirmative Action Officer and Director of Human Resources;
- E. establish annual goals for recruiting, hiring and promoting protected class members.

The City of Lansing agrees to indemnify and save harmless the Lansing UAW Local 2256 Union from and against all claims or suits.

Whenever there is an open or vacated position, the City shall not promulgate any necessary qualifications or tests which would unreasonably prohibit promotional opportunities for members of minority groups or other protected classes within the bargaining unit.

SECTION 4. Bulletin Boards. The City will provide bulletin boards at appropriate locations, which may be used by the Union for posting notices of the following types:

Meetings of the Union  
Union Elections

Results of Union Elections  
Union Recreational and Social Events

Other types of notices shall not be posted unless approved by the City's Director of Human Resources.

SECTION 5. Effect of this Agreement. This Agreement supersedes any past practice and it supersedes any previous agreement, verbal or written, between any of the parties hereto or between any of them and any employee(s) covered hereby. PROVIDED, effective February 1, 1987, all Letters of Agreement or Memoranda of Understanding shall state a termination date or shall be presumed to be effective for the terms of the collective bargaining agreement then in existence.

SECTION 6. Effect of Invalidity of Provision of this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory solution for such provision. The negotiations shall be preceded by written notice and shall be limited to the impacted provision only.

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law and State Law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said Federal Law or State Law are paramount and shall prevail.

SECTION 7. Health and Safety. The City agrees to maintain sanitary, safe and healthful working conditions, to equip machinery which it considers hazardous with safety devices, to maintain precautions against exposure to occupational diseases, and to furnish, without cost to the employees, such safety equipment as may reasonably be needed by the employee for the safe performance of his/her job.

An employee covered hereby, in the performance of his/her job, shall at all times use safety devices and equipment which may be furnished to him/her hereunder, and will comply with any safety, sanitary or fire regulations issued by the City, subject to his/her right to resort to the grievance procedure to question the reasonableness of any such regulation. Such request must be made within seven (7) days after any change has been made or the Union waives its right to grieve concerning the reasonableness of any such rule.

SECTION 8. Safety Committee. The President of the Union shall be a member of the City's safety committee. He/she shall be excused from him/her job with pay, providing he/she receives the written approval from his/her immediate supervisor before he/she leaves his/her work station, to attend each scheduled safety committee meeting each month, including one-half (1/2) hour prior to and one-half (1/2) hour after the safety committee meeting is over.

SECTION 9. Special Conferences. (Living Agreement). Special conferences apart from the grievance procedure, for matters considered important by either the Union or the City may be

arranged by mutual agreement between the Union President and the City's Labor Relations Manager. Such meetings shall be attended by such representatives of the parties as each, reasonably and sensibly, deems useful to the discussion. Arrangement for the date, time and place of such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the request for it is made. Matters taken up in special conference shall be confined to those included in the agenda. The members of the union attending such a special conference shall not lose time or pay for time so spent from his/her report station, including one-half (½) hour prior to and one-half (½) hour after the special conference is over.

SECTION 10. Strikes, Work Interruptions. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the City.

SECTION 11. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 12. Personnel Folder. Any member of the bargaining unit shall be permitted to review his/her own specific personnel folder, with or without union representation (union representative must use release time in accordance with the provisions of Article 4, "UNION REPRESENTATION"), upon two working days advance written notice to the Director of Human Resources. Such review shall be limited to no more than four (4) per calendar year; shall be under the direct supervision of the Director of Human Resources; the file shall not be loaned or removed from the Department of Human Resources premises; and shall be conducted during the normal business hours of the Department of Human Resources.

SECTION 13. Notice. The City will notify the Union of all employees to enter or leave the bargaining unit.

SECTION 14. Commercial Driver Licenses. The City shall determine, after discussion with the Union, which positions require incumbents to have and maintain Commercial Driver Licenses ("CDLs"). Employees that do not obtain or maintain such a license may be laid off for inability to perform. Any employee laid off as a direct result of his/her inability or failure to have a CDL may bump into a vacant position at or below the employee's classification level, for which he/she is qualified. Where more than one (1) employee may compete for a vacancy pursuant to this section, the more senior employee shall have priority. Where no vacancy exists, employees that do not obtain or maintain the required license will be laid off, and be eligible for recall for future vacancies, consistent with Article 6, Section 5. If an employee obtains the CDL following layoff, he/she shall be qualified for recall to the next vacancy in his/her former classification, if the employee has not accepted placement in another full-time position.

The City will provide general commercial driving (CDL) training for promotional opportunities in both the Parks & Recreation and the Public Service departments.

Employees may participate in training programs on a voluntary basis, subject to the following conditions: (1) employees may be excused from work without loss of pay to attend training if offered during the employee's normal work shift and if operationally possible; or (2) employees may attend on their own time if offered at a time other than during the employee's normal work shift. In no case will employees be paid overtime rates to participate in CDL training programs, unless required by the City to maintain an existing CDL certification. The employee may seek reimbursement for any associated costs, subject to the terms of the education reimbursement benefit established in Article 21.

During the term of the Agreement, the City shall provide to employees the use of a City vehicle to participate in any required skill test. Similarly, if operationally possible and if offered during the employee's normal work shift, these employees may be excused from work without loss of pay to take CDL written and skill tests. No overtime will be paid for time spent taking CDL tests.

Employees are responsible to pay the cost of the Commercial Driver's License and tests, but employees may seek reimbursement for these costs subject to the terms of the education reimbursement benefit established in Article 21.

The impact of any change to either the state or federal Commercial Motor Vehicle Safety Act, which would significantly affect the members of the bargaining unit, shall be a subject of discussions between the parties prior to implementation.

## ARTICLE 17

### DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

A representative of the City may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years of service, with the exception of drug and/or alcohol offenses, which will stay n the employees' record for three (3) years.

Within thirty (30) calendar days of the date of the alleged offense which may subject an employee to disciplinary action, a representative of the City shall give the employee either:

(1) a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective and, immediately as practicable thereafter, the City's representative shall provide the employee's steward, or in the steward's absence, another union representative, with a copy of the above notice; or

(2) a written notice of predetermination hearing, its date, time and location, and the nature of the employee's offense. The City shall provide a copy of this notice to the Union steward, or in the steward's absence, another Union representative, at least two (2) days prior to the hearing.

If a predetermination hearing is held, and disciplinary action is deemed appropriate by the City representative, the statement described in (1) above, will be provided to the affected employee and Union representative within five (5) work days after the hearing. PROVIDED, the thirty (30) calendar day time limit shall not preclude the issuance of disciplinary action against an employee who has deliberately acted to circumvent the provisions of this Section.

An employee who is disciplined by time off or discharge shall, after such action is taken and before leaving the City's premises, have the right to confer with his/her steward, or in his/her absence, another Union representative, at such place on the City's premises (but away from the working or public areas) as the City's representative may designate.

No later than the end of the fifth (5<sup>th</sup>) working day following the day on which disciplinary action was taken, the employee may submit a written grievance. If not so entered within this five (5) day time limit, the employee shall be deemed to have accepted the discipline, without recourse.

Under circumstances where he/she deems it appropriate to do so, a representative of the City may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the



end of the tenth (10) day following the suspension. Thereafter, such suspension will be with pay and in no case will the suspension exceed thirty (30) days following the date of suspension. If no penalty has been assessed within that period, the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension. The employee's steward, or in his/her absence, another Union representative shall be given a copy of the notice of discipline, and the employee's right shall arise to pursue the procedures above provided for the situation where disciplinary action is taken initially, without a period of suspension.

## ARTICLE 18

### GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is defined as a claim as it relates to the interpretation and/or application of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be submitted within thirty (30) calendar days from date of knowledge of its occurrence and/or the date of its occurrence. Any grievance filed shall refer to the provision or provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

A. For the purpose of the grievance procedure, a day shall mean Monday through Friday, and shall not include the date on which the grievance is presented or appealed by the Union, or is returned to it by the City. The representatives of the City and the Union shall acknowledge receipt of the grievance by signing and dating the grievance when presented, or received.

B. The grievance not advanced to the next higher level within the time limits provided shall be deemed permanently withdrawn, and as having been settled on the basis of the answer most recently given it. A grievance not answered within the time limits provided shall be automatically advanced to the next higher level. The time limits at any step of the grievance procedure may be extended by mutual agreement by the parties' representatives at that step in writing.

C. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the City's representative(s), a Union representative employed by the City shall be paid, at his/her regular, straight time rate for those hours during which he/she would otherwise have been at work for the City, from his/her report station including not more than one-half (1/2) hour before and after a meeting with the respective designated management representative, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

D. In no event shall any Union representative leave his/her work for grievance purposes, above, without first notifying and obtaining the approval of his/her immediate supervisor, which must be granted as promptly as is practicable under the circumstances.

E. The City recognizes that the Union reserves the right to grieve, in accordance with the procedure hereinafter provided, when action taken by the City may be claimed to be contrary to a specific limitation, set forth in this Agreement, of the rights of the City.

F. The parties mutually agree that an employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him/her by the City (unless his/her doing so would obviously jeopardize the health or safety of himself/herself or others). He/she shall raise any question he/she has as to the City's right to give him/her the order or instruction, and his/her question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

SECTION 2. Steps in the Grievance Procedure. Any employee, at any time, may present a grievance to his/her immediate supervisor and have the grievance adjusted without intervention of the employee's steward. If the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's steward has been given an opportunity to be present at such adjustment, the employee shall suffer no loss of pay for the time spent with his/her first line supervisor to discuss the grievance. If the issue is unresolved, the employee may contact his/her steward who shall then reduce the grievance to writing on a form provided by the Union, and then present it according to the following procedure as above defined. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules of the grievance procedure, may be used by management representatives at any step as a basis of permanent grievance denial.

### Step 1

A steward within the appropriate departmental area, no later than five (5) days following the employee's contact, shall present the grievance to the following authorized management representative, or his/her designated representative:

#### Public Service Department

Superintendent of Operations & Maintenance  
Wastewater Treatment Plant Superintendent

#### Parks and Recreation Department

Administration - Oak Park Garage & Oak Park Security  
Oak Park Garage Supervisor  
Leisure and Special Recreational Services  
Leisure Services Manager  
Potter Park/Zoo  
Curator/Manager  
Field Services - Forestry

Forestry Manager

Field Services - Grounds & Landscape Maintenance  
Grounds and Landscape Maintenance Manager  
Golf and Washington Ice  
Golf Manager

Management Services Department

Central Garage  
Automotive Maintenance Supervisor  
Fire Apparatus Maintenance Supervisor  
Building Maintenance  
Senior Building Maintenance Supervisor

Planning and Neighborhood Development Department

Transportation and Parking Office  
Transportation Engineer

The management representative, as listed above, no more than two (2) days later, shall write his/her answer on the form and return it to the steward.

Step 2

If the supervisor's answer in Step 1, denying a grievance, is not satisfactory to the grievant, the chief steward may, within five (5) days thereafter, present to the employee's department executive officer who shall answer it in writing on the form no more than two (2) days later.

Step 3

If the answer of the department executive officer in Step 2 is not considered satisfactory by the employee, the Union President may, within five (5) days thereafter, present it to the City's Labor Relations Manager. The City's Labor Relations Manager shall answer the grievance in writing no later than five (5) days after it is presented to him/her.

Step 4

A. Appeal Board. If the answer of the Labor Relations Manager in Step 3 is not considered satisfactory by the employee, the Union President within seven (7) days thereafter, shall give the Labor Relations Manager notice of desire for consideration of the grievance by the Appeal Board. The Appeal Board shall consist of the Labor Relations Manager and one other member of the City's administrative staff, and the Union's President and one (1) other member of the Union. The Appeals Board shall meet within seven (7) days of the Union's appeal to it, unless the parties mutually extend this time limit. Upon receipt of the aforementioned request from the Union President, the Labor

Relations Manager shall designate the time, date, and location of the meetings(s) and shall notify the Union in writing at least two (2) days prior to the meeting(s). A quorum shall consist of all four (4) Appeal Board members. At this meeting the Appeal Board will review facts as they relate to the interpretation and application of the contract.

B. Arbitration. If, at the end of thirty (30) days, the Appeal Board is unable to resolve the issue, and the Union wishes to carry it further, the parties shall attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within seven (7) days, the Union shall initially file a demand for arbitration with the Federal Mediation and Conciliation Service ("FMCS"). If the parties are unable to designate an arbitrator from the FMCS list within seven (7) days, the Union shall file a demand to the American Arbitration Association and thereafter it shall be handled in accordance with the Association's rules. Grievances appealed to arbitration shall be appealed within sixty (60) calendar days of the date of the Appeal Board Hearing, otherwise they shall not be eligible for further appeal to arbitration.

Each such decision shall be final and binding upon the employee(s) involved, the Union, and the Employer; and there shall be no appeal from any arbitrator's decision. Any fees and expenses of the arbitrator shall be borne equally between the Employer and the Union in any cases in which the award does not simply grant or deny the grievance. In cases where the arbitration award grants or denies the grievance, the losing party shall be responsible for three-quarters (75%) of all fees and expenses, including any fee charged by the arbitration selection service, and the winning party shall assume only one-quarter (25%) of the costs. If there is a dispute between the parties as to their responsibility for payment under this provision, the arbitrator shall assess the fees and expenses as he/she deems appropriate. The arbitrator is specifically prohibited from adding to, subtracting from, or modifying this Agreement in whole or in part; and the arbitrator's decision shall be based only upon a clear interpretation and/or application of the Agreement.

## ARTICLE 19

### UNION BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Union will include not more than five (5) City employees plus the Union President, and not more than two (2) non-employee representatives. The Union will furnish the Labor Relations Manager with a written list of the members of the Union's bargaining committee, prior to the first meeting.

SECTION 2. City employee members of the Union bargaining committee will be paid for the time spent in negotiations with the City, including one (1) hour prior to and one (1) hour after the bargaining meeting is over, but only for the straight time hours they would otherwise have worked had they worked their regular work schedule.

## ARTICLE 20

### PARKING

Employees covered by this Agreement, who report for work in the central business district (bounded by Shiawassee, Capitol, Lenawee Streets and Grand Avenue), shall be eligible for one (1) of the following parking or bus transportation subsidies:

- A. Employees who elect to utilize CATA bus transportation shall be eligible for a monthly CATA bus pass, at the City's expense. Disabled employees may elect to receive a subsidy equal to the cost of a monthly CATA bus pass to be used for Spectran services;
- B. Free parking on the roof at any one of the four downtown City parking ramps;
- C. Fifty-five Dollars (\$55) or the cost of parking, whichever is less, subsidy per month for the life of the contract, applied to any other City parking space.

## ARTICLE 21

### EDUCATION AND TRAINING

SECTION 1. General. Full-time seniority employees will be reimbursed for tuition fees for approved college level course work, and Lansing Community College adult educational courses, if applicable, in accordance with the following provisions:

- A. Class attendance and homework assignments must be completed on the employee's own time and not during working hours.
- B. Employees must be full-time on active employment rolls at the beginning of the course, during the course, at the completion of the course (probationary employees are excluded from applying and being reimbursed).
- C. Course work must be taken through an accredited college or institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the bargaining unit.
- D. Seminars and workshops and other training sessions which do not provide credit are excluded. The only exceptions to this exclusion shall be courses provided by approved colleges or institutions designed to assist employees to obtain an initial or renewal Commercial Driver License or an initial or renewal pesticide license which is a condition of employment for the current job or

the job for which the employee has been selected.

E. Employees must satisfactorily meet academic requirements ("C") or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work.

F. EFFECTIVE WITH RATIFICATION OF THE 2004-2008 AGREEMENT: Reimbursement per employee is limited to Four Hundred Dollars (\$400) per fiscal year for tuition expenses for approved courses. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, GI bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded. Total reimbursement for Union employees is limited to seventy-five hundred (\$7,500.00) Dollars for the fiscal year, effective July 1, 1993. All applications for reimbursement shall be on a first come, first serve basis, in accordance with the date on which the application was received by the Department of Human Resources.

## SECTION 2. Special License Reimbursement Terms for CDLs and Pesticide Certification.

A. Commercial Driver's License. During the term of the agreement, full-time and seasonal employees may also use the education reimbursement benefit to seek reimbursement for costs paid by the employee to obtain and/or maintain a CDL and appropriate endorsements, and to take a CDL skills test. Reimbursement for these costs is subject to the following restrictions: (1) the City will reimburse the employee for the license costs over and above the cost of the basic operator's or chauffeur's license; (2) the City will reimburse the employee for the cost of one (1) successfully completed skills test; and (3) employees remain subject to the overall \$400.00 limit for all education and CDL-related reimbursements in any fiscal year. The City will also endeavor to provide additional CDL training to employees on an as-needed basis.

B. Pesticide Licenses. During the term of the agreement, full-time and seasonal employees may also use the education reimbursement benefit to seek reimbursement for costs paid by the employee to obtain and/or maintain a certified pesticide license. Reimbursement for these costs is subject to the following restrictions: 1) the City will reimburse the employee for the cost of one (1) successfully completed certified applicators' minimum standards exam (i.e., the core and a minimum of one category or subcategory exam); and, 2) employees remain subject to the overall \$400.00 limit for all education reimbursements in any fiscal year.

## ARTICLE 22

### JOINT LABOR-MANAGEMENT COMMITTEE

The Union agrees to participate in a Joint Labor-Management Committee in order to maintain communications between labor and management and to cooperatively discuss, including but not limited to residency for City employees, and resolve matters of mutual concern. The criteria related to the meetings shall be as follows:

1. At least quarterly, or more frequently as mutually agreed, the Mayor and/or his/her designees shall meet with the Joint Council of City Unions, of which the bargaining unit president or his/her designee shall be a member.
2. No less than five (5) days prior to the scheduled meeting, each party shall prepare and submit an agenda to the other. If neither party submits an agenda, no meeting shall take place.
3. Issues submitted for discussion will be mutually agreeable, provide an opportunity to share information and build trust and provide an opportunity to explore innovative alternatives to such matters in a non-confrontational atmosphere. Issues submitted that are not mutually agreeable to all parties will be stricken from the agenda and not discussed at the meeting.
4. By so participating in the committee, neither the Union nor the City waives any statutory or contractual right.

## ARTICLE 23

### CONTRACT TERM

SECTION 1. Ratification. The City's negotiating committee shall submit to the Mayor, who shall then recommend that the City Council ratify this contract only after the Union submits this contract to, and receives ratification by the employees within the bargaining unit, and the City's Labor Relations Manager receives from the Union, written notification thereof.

SECTION 2. Effective and Termination Dates. This contract shall become effective October 4, 2004, and shall continue in full force and effect until 11:59 p.m., October 6, 2008, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment or any combination thereof, and such written notice shall have the effect of terminating this contract in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

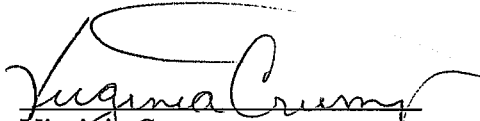
IN WITNESS WHEREOF, the parties have set their hands this 14<sup>th</sup> day of September 2007:

FOR THE UNION:

BY ITS PRESIDENT:

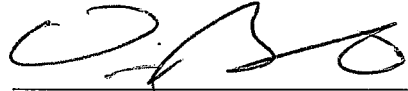
  
Scott A. Dedic

BY ITS VICE PRESIDENT:

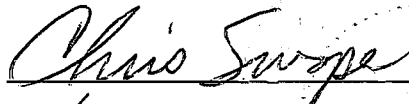
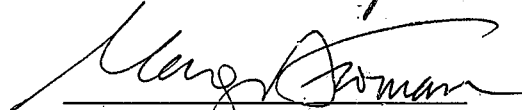
  
Virginia Crump

FOR THE CITY:

BY ITS MAYOR:

  
Virg Bernero

BY ITS CLERK:

APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED BY  
FINANCE DIRECTOR

  
LABOR RELATIONS



APPENDIX A

CLASSIFICATION LEVELS

Level 600

Equipment Mechanic 03  
Fire Equipment Mechanic  
Wastewater Maintenance Worker 04  
Wastewater Plant Operator 04  
Welder-Fitter  
Zookeeper 02

Level 500

Automotive Equipment Mechanic  
Electrical Maintenance Worker  
Equipment Mechanic  
Equipment Mechanic 02  
Equipment Operator/Worker 03  
Equipment Operator/Worker 04  
Forestry Worker 02  
Greenskeeper 02  
Lead Parking Equipment Worker  
Sewer Maintenance Worker 03  
Special Equipment Operator  
Shift Maintenance Worker  
Utility Maintenance Worker 04  
Wastewater Equipment Operator 02  
Wastewater Maintenance Worker 03  
Wastewater Plant Operator 03

Level 400

Cemetery Maintenance Worker 02  
City Hall Complex Maintenance Worker 02  
Equipment Operator/Worker 02  
Equipment Operator/Worker  
Facility Maintenance Worker 03  
Facility Maintenance Worker 02  
Forestry Worker  
Greenskeeper  
Lead Parking Enforcement Worker  
Maintenance Worker 04

Parking Equipment Service Worker  
Parking Operations Worker  
Parks Maintenance Worker 05  
Parks Operator/Worker 02  
Parks Operator/Worker  
Parks/Zoo Maintenance Worker 03  
Parks/Zoo Maintenance Worker 02  
Sewer Maintenance Worker 02  
Solid Waste Operator  
Storekeeper/Parts Worker  
Utility Maintenance Worker 02  
Vehicle Maintenance Worker 04  
Wastewater Equipment Operator  
Wastewater Maintenance Worker 02  
Wastewater Plant Operator 02  
Wastewater Plant Operator  
Zookeeper

Level 300

City Hall Complex Maintenance Worker  
Driver/Worker  
Facility Maintenance Worker  
Maintenance Worker 03  
Maintenance Worker 02  
Parking Enforcement Worker  
Parks Maintenance Worker 04  
Refuse Bag Distributor  
Sewer Maintenance Worker  
Sign Maintenance Worker 02  
Storekeeper/Parts Worker 02  
Storekeeper/Parts Worker  
Utility Maintenance Worker  
Vehicle Maintenance Worker 03

Level 200

Cemetery Maintenance Worker  
Maintenance Worker  
Parking Maintenance Worker  
Parks Maintenance Worker  
Parks/Zoo Maintenance Worker  
Storekeeper/Parts Worker  
Vehicle Maintenance Worker

Vehicle Maintenance Worker 02  
Wastewater Maintenance Worker

Level 100

Custodial Worker  
Parking Revenue Collector  
Security Worker

The point break and applicable wage level changes for level 500 (2476) and level 600 (3476) shall become effective October 1, 1998.

CLASSIFICATION COMPENSATION RATES  
EFFECTIVE OCTOBER 14, 2006

2.5% INCREASE LEVEL / PAY RANGE	WAGE STEPS							
	1	2	3	4	5	6	7	8
600	18.2274	18.7931	19.3482	19.8930	20.4691	21.0034	21.5691	22.0929
4506	27.7056	28.5655	29.4093	30.2374	31.1130	31.9252	32.7850	33.5812
500	16.8446	17.3789	17.9446	18.4997	19.0445	19.6207	20.1758	20.7415
4505	25.6038	26.4159	27.2758	28.1195	28.9476	29.8235	30.6672	31.5271
400	15.4514	15.9960	16.5408	17.1379	17.6931	18.2274	18.7931	19.3482
4504	23.4861	24.3139	25.1420	26.0496	26.8935	27.7056	28.5655	29.4093
300	14.0372	14.6238	15.1686	15.7342	16.2894	16.8446	17.4626	18.1017
4503	21.3365	22.2282	23.0563	23.9160	24.7599	25.6038	26.5432	27.5146
200	13.0001	13.5029	13.9848	14.4771	14.9485	15.4514	15.9437	16.4361
4502	19.7602	20.5244	21.2569	22.0052	22.7217	23.4861	24.2344	24.9829
100	11.9735	12.3192	12.6754	13.0001	13.3877	13.7857	14.1838	14.6238
4501	18.1997	18.7252	19.2666	19.7602	20.3493	20.9543	21.5594	22.2282

SEASONAL	HIRED		SEASONALS & PARK CARETAKERS
	>12/1/89	<11/30/89	
5301	11.7001	13.1614	
	17.7842	20.0053	
PART-TIME	HIRED		PART-TIME (EXCEPT PARK CARETAKERS)
5001	10.7762	11.3748	
	16.3798	17.2897	

2008+	LEVEL AT 12/1/89		SPECIAL RATES	
	IIB step 9	IIIA step 9	IIB step 2	
4508	17.0122	17.5884	16.4570	
	25.8585	26.7344	25.0146	
1008+	16.2894			
4507	24.7599			

PREPARED BY PAYROLL

**UAW  
CLASSIFICATION COMPENSATION RATES  
EFFECTIVE OCTOBER 13, 2007**

2.5% INCREASE LEVEL / PAY RANGE	WAGE STEPS							
	1	2	3	4	5	6	7	8
600 4506	18.6831 28.3983	19.2629 29.2796	19.8319 30.1445	20.3903 30.9933	20.9808 31.8908	21.5285 32.7233	22.1083 33.6046	22.6452 34.4207
500 4505	17.2657 26.2439	17.8134 27.0764	18.3932 27.9577	18.9622 28.8225	19.5206 29.6713	20.1112 30.5690	20.6802 31.4339	21.2600 32.3152
400 4504	15.8377 24.0733	16.3959 24.9218	16.9543 25.7705	17.5663 26.7008	18.1354 27.5658	18.6831 28.3983	19.2629 29.2796	19.8319 30.1445
300 4503	14.3881 21.8699	14.9894 22.7839	15.5478 23.6327	16.1276 24.5140	16.6966 25.3788	17.2657 26.2439	17.8992 27.2068	18.5542 28.2024
200 4502	13.3251 20.2542	13.8405 21.0376	14.3344 21.7883	14.8390 22.5553	15.3222 23.2897	15.8377 24.0733	16.3423 24.8403	16.8470 25.6074
100 4501	12.2728 18.6547	12.6272 19.1933	12.9923 19.7483	13.3251 20.2542	13.7224 20.8580	14.1303 21.4781	14.5384 22.0984	14.9894 22.7839

	HIRED >12/1/89	HIRED <11/30/89	SEASONALS & PARK CARETAKERS	PART-TIME (EXCEPT PARK CARETAKERS)
SEASONAL 5301	11.9926 18.2288	13.4905 20.5056		
PART-TIME 5001	11.0455 16.7892	11.6592 17.7220		

	LEVEL AT 12/1/89	IIB step 9 >12/1/89	IIB step 9 17.4375	IIB step 9 26.5050	IIB step 2 16.8684	IIB step 2 25.6400	SPECIAL RATES
2008+ 4508	HOURLY RATE O.T. RATE						
1008+ 4507	HOURLY RATE O.T. RATE	16.6966 25.3788					

PREPARED BY PAYROLL

## APPENDIX B

### GENERAL REQUIREMENTS

1. The following General Requirements are applicable to all City of Lansing employees covered hereby.
2. Employees who violate any General Requirements subject themselves to formal disciplinary action which may range from written reprimand through discharge, with or without a disciplinary layoff. The specific type of disciplinary action taken in each instance depends on the nature of the employee's offense, the circumstances under which, and manner in which it was committed and the employee's record.

GR-1 Employees are required to report on time for work.

GR-2 Unexcused absences are prohibited.

GR-3 Excessive absenteeism is prohibited.

GR-4 Insubordination is prohibited.

GR-5 Traffic in and/or the consumption of and/or any one suffering from the immediate or after effects of dangerous drugs or alcohol while at work is prohibited.

GR-6 Misappropriation or unauthorized use of City money, property, equipment or supplies is prohibited.

GR-7 Gambling on City time or property, or during lunch or rest breaks is prohibited.

GR-8 Inefficient, careless, inactive or unproductive work is prohibited.

GR-9 Falsification of City records is prohibited.

GR-10 Fighting, threatening or being disrespectful to other City employees or members of the public is prohibited.

GR-11 Unsafe acts which can and/or do endanger the person or property of himself/herself or others is prohibited.

GR-12 Improper personal conduct is prohibited.

GR-13 Employees are not permitted, under any circumstances, to carry or have in their possession weapons, while either on City property or during work hours.

GENERAL REQUIREMENT NO. 1 Employees are required to report on time for work.

Guideline 1.1 Employees that report late to work six (6) minutes or more (in addition to pay adjustment).

First Offense - Written warning

Second Offense - Written reprimand

Third Offense - Written reprimand, one (1) day off without pay.

Fourth Offense - Written reprimand, three (3) days off without pay.

Fifth Offense - Written reprimand, five (5) days off without pay.

Sixth Offense - Discharge

Absence will be charged on time record as unexcused. However, employees that report their tardiness to their immediate supervisor before their normal starting time may be granted an excused absence to be determined in the sole discretion of management without recourse. No employee shall receive pay for his/her period of tardiness to be determined by tenths of hours or fractions thereof.

GENERAL REQUIREMENT NO. 2 Unexcused absences are prohibited.

Guideline 2.1 Failure to report your absence within (1) hour of the scheduled starting time is an unexcused absence.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Discharge

Guideline 2.2 Accepting excused absence without pay in cases where an emergency did not exist, or for reasons different than those defined in a written request.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) days off without pay

Third Offense - Written reprimand and five (5) days off without pay

Fourth Offense - Discharge

Guideline 2.3 Taking lunch and/or rest breaks at time other than specified by the immediate supervisor without permission.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 2.4 Failure to secure proper permission to leave your assigned duty area during working hours and/or leaving work area early.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 2.5 Absent from work without notifying the Employer.

First Offense - Absent from work 1 day without notifying the employer - 3 days off without pay

Second Offense or - Absent from work 2 consecutive days without notifying the employer - 10 days off without pay

Third Offense or - Absent from work 3 consecutive days without notifying the employer - Discharge

The above language does not preclude the employee being excused if the reason to fail to notify the employer of his/her absence was beyond the employee's control; illustrative of such a reason is hospitalization of a serious nature.

Guideline 2.6 Exhaustion of leave time bank. A full-time employee who has exhausted his/her applicable paid leave bank, and wishes to be granted an excused absence without pay of less than seven (7) days duration, must do one of the following: 1) obtain advance approval to use unpaid leave; 2) provide information satisfactory to the City of an emergency or other facts of a persuasive nature which precluded the full-time employee from requesting advance approval, e.g., but not limited to medical documentation. Failure to follow the above, will result in an unexcused absence without pay, and the following applicable discipline:



First Offense - Written reprimand

Second Offense - Written reprimand and three (3) days off without pay.

Third Offense - Written reprimand and five (5) days off without pay.

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 3 Excessive absenteeism is prohibited.

Guideline 3.1 Absenteeism shall be considered excessive when an employee has three (3) or more occurrences\* (including sick leave with pay, sick leave without pay) within a thirty (30) day period, counting backward from the date of the most recent occurrence. Absenteeism will also be considered excessive when an employee has six (6) or more occurrences within a one hundred eighty (180) day period. This period shall be calculated by counting backward one hundred eighty (180) days from the date of the most recent occurrence. Those instances where three (3) or more occurrences were recorded in the thirty (30) day period are not considered in the six (6) month review. The employee's record of absence will be reviewed on an individual basis with the employee by the department head or designee prior to discharge.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) days off without pay

Third Offense - Written reprimand and five (5) days off without pay

Fourth Offense - Discharge

\*An occurrence is considered to be one or more consecutive periods of time off with the following exceptions:

- A. An absence of four (4) hours or less, scheduled in advance, for the sole purpose of a medical appointment, and which is charged to the employee's sick leave shall not be considered an occurrence.
- B. A series of multiple appointments that meet all the criteria set forth in "A" above, if scheduled with the department at the same time, shall be considered as one (1) occurrence.  
Example: employee requests sick leave on the first of the month for medical appointments on the 4th, 16th, and 23rd of that month. Each appointment is charged to the employee's accrued sick leave and each appointment is for a period of four (4) hours or less.

GENERAL REQUIREMENT NO. 4 Insubordination is prohibited

Guideline 4.1 Refusal to do work as assigned.

First Offense - Written reprimand and five (5) working days off without pay

Second Offense - Written reprimand and ten (10) working days off without pay

Third Offense - Discharge

Guideline 4.2 Taking vacation time, excused absence and/or leave of absence after having time refused by a supervisor.

First Offense - Written reprimand and five (5) working days off without pay

Second Offense - Discharge

Guideline 4.3 Failure to follow a supervisor's instructions, verbal or written.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Written reprimand and ten (10) working days off without pay

Fifth Offense - Discharge

GENERAL REQUIREMENT NO. 5 Traffic in and/or the consumption of and/or anyone suffering from the immediate or after effects of illegal or controlled substances or alcohol while at work is prohibited

Guideline 5.1 Suffering from the effects of intoxicants (illegal or controlled substances or alcohol) that may affect the proper performance of an employee's duties.

First Offense - Written reprimand and five (5) working days off without pay. Agency referral

Second Offense - Written reprimand and ten (10) working days off without pay. Agency referral

Third Offense - Discharge

Guideline 5.2 The use, possession and/or sale of illegal or controlled substances.

Discharge

Guideline 5.3 Drinking intoxicating beverages or having them in your possession in an open container during working hours.

First Offense - Written reprimand and ten (10) working days off without pay. Agency referral

Second Offense - Discharge

GENERAL REQUIREMENT NO. 6 Misappropriation or unauthorized use of City money, property, equipment, or supplies is prohibited.

Guideline 6.1 Unauthorized use of motor vehicles.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 6.2 Theft of City money, property, equipment or supplies.

Discharge

Guideline 6.3 Posting or removal of notices, signs, or written or printed matter of any type on bulletin boards on the Employer's property without permission from the Employer, except as provided by the agreement.

First Offense - Written warning

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Written reprimand and ten (10) working days off without pay

Fifth Offense - Discharge

Guideline 6.4 Misusing, destroying or damaging Department property or that assigned to another Department employee.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and ten (10) working days off without pay

Fourth Offense - Discharge

Guideline 6.5 Failure to observe parking or traffic regulations on Department property.

First Offense - Written reprimand

Second Offense - Written reprimand and one (1) working day off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 7 Gambling on City time or property or during lunch or rest breaks is prohibited.

Guideline 7.1 Illegal gambling and/or playing lottery or other games of chance on Employer's time.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 8 Inefficient, careless, inactive or unproductive work is prohibited.

Guideline 8.1 Sleeping on the job during work hours.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 8.2 Wasting time, loitering, or inattention to duty.

First Offense - Written warning

Second Offense - Written reprimand

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 8.3 Unauthorized persons, such as friends, relatives and social acquaintances are not permitted to frequent city employee work stations during working hours, excepting as member of organized and officially approved visitors groups.

First Offense - Written warning

Second Offense - Written reprimand

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 8.4 Minor chargeable accidents. After a full investigation of the accident and after a review of the employee's previous accident record and the severity of the immediate incident, the immediate supervisor may exercise limited discretion to record an accident without issuing discipline. If, however, discipline is deemed appropriate, the employer will determine the level of discipline utilizing the following as guidelines, consistent with the principle set forth at paragraph two of the introduction to Appendix B:

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

Guideline 8.5 Failure to report an accident by the end of the work shift and personal injury or major accident immediately.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Discharge

Guideline 8.6 Intentional abuse and/or careless, reckless operation of Employer's equipment.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 8.7 Failure to report breakdowns by the end of the work shift.

First Offense - Written warning

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 9 Falsification of City records is prohibited.

Guideline 9.1 Being employed while on sick leave.

Discharge

Guideline 9.2 Knowingly punching another employee's time card; having one's time card punched by another; altering a time card for any reason whatsoever.

First Offense - Written reprimand

Second Offense - Written reprimand and five (5) working days off without pay.

Third Offense - Discharge

Guideline 9.3 Falsification of personnel records, reports, inventories, or other City records.  
Discharge

GENERAL REQUIREMENT NO. 10 Fighting, threatening or being disrespectful to the other City employees or members of the public is prohibited.

Guideline 10.1 Discourtesy to the public (standard procedure prior to the imposition of disciplinary action under this subsection shall consist of obtaining a written and signed statement by the member or members of the public who allege discourteous conduct on the part of a City employee or employees).

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 10.2 Provoking or instigating a fight, or fighting during working hours or on Department property.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 10.3 Intimidating, coercing or interfering with a supervisor.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and ten (10) working days off without pay

Third Offense - Discharge

Guideline 10.4 Fighting, and/or striking a supervisor.

Discharge

Guideline 10.5 Threatening, intimidating, coercing or interfering with fellow employees.

First Offense - Written reprimand and one (1) day off without pay

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 11 Unsafe acts which can and/or do endanger the person or property of himself/herself or others is prohibited.

Guideline 11.1 Contributing to unsafe working conditions by endangering the person or property of himself/herself or others is prohibited or leaving equipment and/or trash in improper areas and/or failure to observe parking or traffic regulations.

First Offense - Written reprimand

Second Offense - Written reprimand and one (1) working day off without pay

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 11.2 Continued failure to wear or to use safety equipment where recognized safety hazards exist.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Written reprimand and ten (10) working days off without pay

Fourth Offense - Discharge

Guideline 11.3 Failure to report mechanically defective condition of equipment and/or unsafe defective equipment.

First Offense - Written reprimand

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 11.4 Willful, deliberate, or continued violation of, or disregard of safety practices, procedures, rules and instructions.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay



Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Written reprimand and ten (10) working days off without pay

Fifth Offense - Discharge

Guideline 11.5 Major chargeable accident. After a full investigation of the accident and after a review of the employee's previous accident record, the employee's disciplinary record and the severity of the immediate incident, the employer will determine the level of discipline utilizing the following as guidelines, consistent with the principle set forth at paragraph two of the introduction to Appendix B:

First Offense - Written reprimand and ten (10) working days off without pay

Second Offense - Discharge

Guideline 11.6 General horseplay and scuffling at any time while on Employer's property or worksite.

First Offense - Written warning

Second Offense- Written reprimand

Third Offense - Written reprimand and three (3) working days off without pay

Fourth Offense - Written reprimand and five (5) working days off without pay

Fifth Offense - Discharge

Guideline 11.7 Horseplay, scuffling where there is an injury, aggravated potential for injury, or property damage, at any time while on the Employer's property or worksite.

First Offense - Written reprimand and three (3) working days off without pay

Second Offense - Written reprimand and five (5) working days off without pay

Third Offense - Discharge

Guideline 11.8 Operating, using or possessing machines, tools or equipment to which the employee has not been assigned.

First Offense - Written reprimand

Second Offense - Written reprimand and three (3) working days off without pay

Third Offense - Written reprimand and five (5) working days off without pay

Fourth Offense - Discharge

GENERAL REQUIREMENT NO. 12 Improper personal conduct is prohibited.

GENERAL REQUIREMENT NO. 13 Employees are not permitted, under any circumstances, to carry or have in their possession weapons, while either on City property or during work hours.

Overall Work Record

Any three (3) reprimands in a six (6) month period will result in a review of the employee's work record by the Division Superintendent and the employee's immediate supervisor to determine appropriate future disciplinary action.

The foregoing constitutes a progressive disciplinary system for the same or similar infractions. Employees, who within the two (2) year period referred to in Article 17, Disciplinary Action, Discharge, Suspension of the Agreement commit multiple infractions of different types will be subject to review of the employee's work record in order to determine appropriate future disciplinary action. The results of such determination shall be communicated to the employee and his/her steward in writing.

NEW WORK RULES

A. In the event the City, pursuant to Article 2, Subsection J, promulgates and adopts a new work rule and/or modification of existing work rules, it shall notify the Union President of such adoption and/or revision in writing by certified mail.

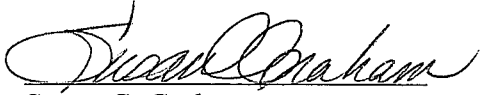
The Union may challenge the reasonableness of such new or revised rule(s) by filing a grievance at Step 3 of the Grievance Procedure within fifteen (15) days after the revision has been established and the President has received written notice thereof.

B. Whenever a specific General Rule does not fit a particular situation the City may discipline for just cause under the provision of Article 17.

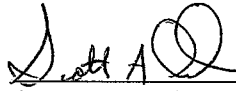
IN WITNESS WHEREOF, the parties have set their hands this 14<sup>th</sup> day of September, 2007.

FOR THE CITY:

FOR THE UNION:

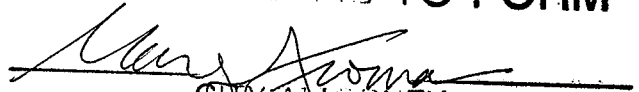


Susan C. Graham  
Labor Relations Manager



Scott A. Dedic  
President

**APPROVED AS TO FORM**

  
CITY ATTORNEY

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING

#### Work Policies

During the 1989 contract negotiations, the City of Lansing and the Union discussed work policies which are not uniformly applied to Union members, including requirements that some employees punch the time clock before and after their lunch period, sign their time clock punch cards, and sign for their weekly pay checks.

For the term of the Agreement commencing in 1989, the parties agree to the following principles:

1. It is necessary and appropriate for Union members to sign for pay checks when an audit is in progress.
2. An employee need not certify the time recorded on a punch card by the time clock, but the employee must certify any handwritten entries on a time clock punch card, or sign a time card upon which entries are made by hand. Further, disputes over time recorded on a time clock punch card shall be resolved between the employee, the supervisor and the payroll clerk, and shall not be subject to the grievance procedure established in Article 18.
3. In cases where a time card does not indicate an employee took an unpaid lunch break, it shall be appropriate to assume that the applicable lunch period was taken unless both the employee and the supervisor indicate on the time card (or punch card) that the employee worked through the lunch period.
4. In cases where an employee punches his/her time card more than three (3) minutes before the start of the shift, it will be appropriate to assume that the employee started work at the scheduled starting time, unless at least the supervisor indicates on the punch card that the employee worked authorized overtime before the start of the shift.

For the term of the agreement commencing in 2004, the parties agree that paychecks are issued bi-weekly effective the first bi-weekly payroll in March 2006 (3/3/06). Effective Friday, February 24, 2006, employees shall receive a "Conversion Assistance Subsidy" as follows: Full-Time = \$400; Part-Time = \$200; Seasonal = \$0.

During the course of this Agreement, either party may advise the other party of problems arising out of the implementation of the above terms. Upon such notice, the parties will meet to discuss and resolve the problems noted.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

Training and Apprenticeship

During the 1997 contract negotiations, the parties discussed the concept of training and apprenticeship programs. The parties agreed to continue discussions of that issue during the term of the 1997-2000 Agreement, with the understanding that the City shall not incur any additional costs. The parties also agree to continue for the term of the 1997-2000 Agreement the existing Wastewater Plant and Zookeeper trainee programs.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of April, 1998 effective October 2, 1997.

FOR THE UNION:

FOR THE CITY:

BY ITS PRESIDENT:

BY ITS MAYOR:

Leon A. Hilton  
Leon A. Hilton

David C. Hollister  
DAVID HOLLISTER

BY ITS VICE PRESIDENT:

BY ITS CLERK:

Robert Welling, Jr.  
Robert Welling, Jr.

Marilynn Slade  
MARILYNN SLADE

Wendell Hall  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Robert W. Brown  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, CITY  
FINANCE DIRECTOR

Doris A. Schenier  
LABOR RELATIONS

APPENDIX E

MEMORANDUM OF UNDERSTANDING

Civic Center Department

During the 1989 contract negotiations, the City and the Union discussed deletion of the Civic Center Department from the Definition of the Bargaining Unit.

City's Position. The City's position was that a nonexistent department should not be referred to as a department of the City in the labor agreement.

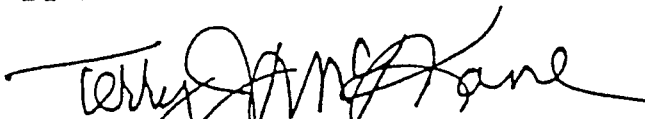
Union's Position. The City has notified the Union that the Civic Center is no longer the Employer of employees in the Civic Center. However, the Union desires to retain exclusive representative status over bargaining unit work should the City regain/retain Employer status over Civic Center employees or like departments during the duration of this Agreement.

The parties resolved their differences by agreeing, for the term of the 1989 collective bargaining agreement, that should the Civic Center be re-established as a City department, and should City employees again perform bargaining unit work within that operation, the City will not dispute the right of the UAW to represent employees performing said unit work.


26 IN WITNESS WHEREOF, the parties have set their hands this day of June 1990, effective November 30, 1989.

FOR THE CITY:

BY ITS MAYOR:

  
Terry J. McKene

BY ITS CLERK:

  
James Blair

FOR THE UNION :

BY ITS PRESIDENT:

  
Leon A. Hilton

BY ITS VICE PRESIDENT:

  
Cy Clark

Oliver P. King  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Paul J. Pennington  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, CITY *Deputy*  
CONTROLLER

Richard W. Putney  
LABOR RELATIONS DEPARTMENT

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Regarding Employment of Injured Workers

The City of Lansing ("City") and the City unit of UAW, Local 2256 ("Union") worked together during the period of the last collective bargaining agreement to develop a program which can provide work opportunities for workers injured in the course of their employment, rather than having workers effectively disqualified from employment until they are ready to return to their previous positions with few or no restrictions.

A trial program, commonly referred to as the "relief crew," was developed during 1989. Injured employees were placed in light duty assignments consistent with their physical restrictions. These employees did not displace any bargaining unit employees and placement was mandatory. A job description was developed in conjunction with an occupational therapist, and arrangements were made (as appropriate) to provide training to employees that qualified to participate in the program. A representative of the Union attended the initial orientation session for each employee selected to participate in the relief crew. The parties agreed that most of the terms of the labor agreement should apply to the employees selected for these light duty assignments; however, it was agreed that some of the contract's terms had to be clarified because they were inconsistent with the purpose and intent of the new program.

During the course of negotiations for the 1989-92 agreement, the parties determined that the trial program had been successful. They also determined that, with some minor amendments, the work relief program for injured workers should be continued into the term of the 1989-92 labor agreement.

A summary of the appropriate clarifications to the labor agreement relative to employees performing light duty work pursuant to this program, follow.

Seniority: Service on a light duty assignment will not impact the accrual of seniority by the impacted employees, including seasonals. Seasonals assigned to light duty shall be laid off in inverse order of seniority from the department originally assigned. They will not be required to serve a new probation period in the new assignment. If it is determined that the new assignment is not appropriate for the employee, consistent with his/her restrictions, he or she will simply be returned to Workers' Compensation status until such time as another placement can be made. As these assignments are temporary, and only for employees with appropriate restrictions, these jobs will not be posted upon vacancy, are not subject to seniority selection, and the bumping process will not



impact upon them. An employee assigned to light duty will be retained on the table of organization of the department employing them at the time of the most recent injury. Employees in these temporary assignments retain their rights to sign postings and be referred based upon their qualifications. These employees also retain the right to seek handicap accommodations in order to qualify for placement in other jobs.

Only one shift is contemplated at this time. If the city proposes to add a second shift to this operation, the parties will meet to discuss seniority rights on this temporary assignment to shift arrangements.

The relief crew workers will be paid the base rate of \$8.51, effective November 30, 1989, plus any wage increases negotiated in the master agreement. (Employees hired on or after December 1, 1989 shall be paid at a rate of pay comparable to what they made prior to the disability, if lower than the base rate of \$8.51 plus negotiated increases). If the employee was compensated at a higher rate prior to the injury, and is eligible for an offset pursuant to the Workers' Compensation provisions, he/she shall receive such offset to bring the total compensation up to the pre-injury rate.

If overtime work becomes available, assignments to perform overtime will be based upon overall qualifications and fitness to perform the work.

Bargaining unit work disputes arising out of the assignment given to these employees will be resolved through special conference, rather than the grievance procedure during the term of this agreement. Management retains the sole right to discontinue this program.

All other provisions of Article 9 of the agreement, insofar as they are consistent with the purpose of this program, apply to the full-time, regular workers and seasonals employed in light duty assignments.

Wage supplements: Generally speaking, it is the intent of the parties that full-time regular employees assigned to this program will receive all economic benefits normally accruing to full-time union members. Seasonal employees assigned to this program will continue to receive the economic benefits negotiated for seasonal workers. (Note that part-time employees will not be eligible to participate in this program until such time as both parties agree that participation by these employees is acceptable, and negotiate the applicable terms and conditions of light duty employment for part-time employees.)

For clarification purposes, full-time regular employees accrue one (1) month of pension service credit for every month in which they work or are paid from a leave bank for ten (10) days. Full-time regular employees performing light duty work pursuant to this program will be eligible for pension credit accrual, if they work in this light duty assignment or are on paid status for at least ten (10) days per month.

All employees assigned to light duty work will be provided uniforms and the parking/transportation subsidies, consistent with the terms of the labor agreement. Employees in this group are also eligible, consistent with the contract's terms, to apply for and receive education reimbursement.

Full-time, regular employees retain the right to request and qualify for leaves of absence, consistent with the terms of the labor agreement; however, employees taking such leaves will not be eligible for Workers' Compensation benefits during such leave periods.

Humanitarian assignments: The spirit of Article 15 will apply to the placements made under this memorandum of agreement; however, as these placements are temporary rather than permanent, Article 15 is not directly applicable. Employees working in the light duty assignments remain eligible to access the handicap accommodation procedure and to seek permanent placements with accommodations.

Grievance procedure: Placement decisions and decisions regarding expansion, reduction or elimination of this program are not subject to the grievance procedure.

Either party may initiate a special conference during the term of the collective bargaining agreement to review this program and/or address questions which arise during the term of the agreement.

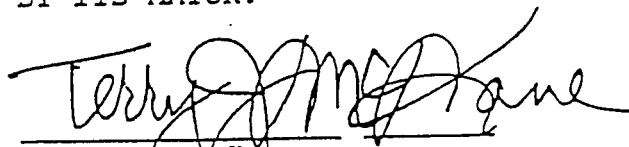
26 IN WITNESS WHEREOF, the parties have set their hands this day of June 1990.

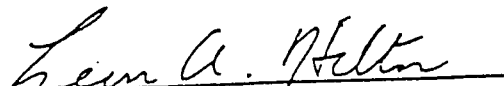
FOR THE CITY:

FOR THE UNION:

BY ITS MAYOR:

BY ITS PRESIDENT:

  
Terry J. McKane

  
Leon A. Hilton

BY ITS CLERK:

*James Blair*  
James Blair

BY ITS VICE PRESIDENT:

*Cy Clark*  
Cy Clark

*Alan P. Kirk*  
APPROVED AS TO FORM BY  
CITY ATTORNEY

*Paul S. Remmon*  
CERTIFICATION OF AVAILABLE  
FUNDS BY CITY CONTROLLER  
Deputy

*Richard A. Putnam*  
LABOR RELATIONS DEPARTMENT

APPENDIX G

MEMORANDUM OF UNDERSTANDING

Joint Committee on Substance Abuse

The City of Lansing and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among City workers represented by the UAW.

Excessive use of alcohol or other drugs by workers impairs their ability to function, contributes to increased absenteeism and tardiness and the violation of work rules. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on efficiency and endangers the job security of the worker.

The causes of alcoholism and drug dependency are not well understood and cures are difficult. Nonetheless, the City of Lansing and the Union believe that constructive measures are possible to deal with the problem which is a major cause of family breakdown and violence in the community.

Objective

The objective of this joint effort is to help employees who become afflicted with alcoholism or drug dependency. Joint effort by the City of Lansing and the Union is designed to establish a system for early identification of these problems in an employee, referral of the employee for proper treatment, and concerned follow-up.

The City of Lansing and the Union acknowledge that neither the City nor the Union working alone can always provide the level of motivation required by the alcoholic or drug dependent employee. As a result, mutual cooperation is imperative in encouraging the employee to seek treatment, as needed, to respond successfully to treatment, and to maintain a resolve to avoid alcohol or drugs following treatment.

Implementation of objective

The City of Lansing and the Union will engage in a cooperative effort and function administratively in consulting with and seeking the cooperation of City management and Union personnel. In this regard it is important to:

1. Generate a climate at the work level which will eliminate the effects of the social stigma

associated with alcoholism and drug dependency, which act as a barrier to constructive corrective action;

2. Encourage city management and the union at all levels to exercise their best efforts toward the objective of early identification and motivation of the employee to seek treatment and rehabilitation;
3. Assure confidentiality in working with the employee;
4. Assure the employee of a sympathetic understanding of his problem; and
5. Assist in developing educational and informational materials for use at the work level. These may be supplemented by materials which either the City or the UAW may wish to issue separately.

To accomplish this objective the City shall not incur any additional cost. The City and the Union shall jointly determine the nature of accomplishing the foregoing five (5) tasks.

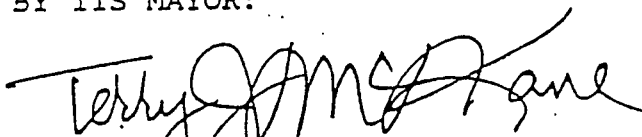
The City and the Union acknowledge that:

1. Nothing in this agreement is to be interpreted as constituting any waiver of the City's responsibility to maintain discipline or the right to invoke disciplinary measures in the case of misconduct which may result from or be associated with the use of alcohol or drugs; the Union may exercise its right to process grievances concerning such matters in accordance with the collective bargaining agreement.
2. During or following treatment the employee should not expect any special privileges or exemptions from the standard personnel practices.

IN WITNESS WHEREOF, the parties have set their hands this 26 day of June 1990.

FOR THE CITY:

BY ITS MAYOR:

  
\_\_\_\_\_  
Terry J. McKane

FOR THE UNION:

BY ITS PRESIDENT:

  
\_\_\_\_\_  
Leon A. Hilton

APPENDIX H

MEMORANDUM OF UNDERSTANDING

EMERGENCY OVERTIME AGREEMENT

WHEREAS, the City of Lansing ("City") and the Lansing Area Public Employees, Local 2256 UAW, ("Union") are parties to a labor agreement, pursuant to the Public Employment Relations Act, MCLA 423.201 et esq; and

WHEREAS, the City advanced during 1987 contract negotiations a need to address hours worked beyond the normal work day/work week by the members of the Union in certain emergency overtime situations, and

WHEREAS, the City reported difficulty in recent years in getting sufficient numbers of employees to volunteer to work overtime in certain emergency situations, and

WHEREAS, the Union notified the City that the size of the work force has decreased in various operations over the past several years; and

WHEREAS, during that same time period there has been an increase in both the levels of service provided and the City's desire to improve services provided; and

WHEREAS, it is the desire of both the Union and the City to provide a balanced complement of employees, equipment and supplies to undertake the various City services in an effective and efficient manner; and

WHEREAS, it is the desire of both the Union and City to establish a reasonable mechanism to provide necessary services in emergency overtime situations; and

WHEREAS, the parties agreed during 1987 contract negotiations to negotiate a mutually satisfactory resolution of the emergency overtime issues;

The parties agree to establish the following terms and conditions relating to emergency overtime situations:

1. Emergencies for purposes of this agreement are situations arising on less than 24 hours' notice; requiring at least (1/4) one-quarter of the number of employees in the affected department who are qualified and who would be regularly assigned to a certain operation if it were to be pre-scheduled and voluntary; and which would normally include, but not be limited to, snow removal, ice storms, wind storms, floods, fires, broken pipes, wastewater plant equipment malfunctions, or ongoing civil disturbances.

2. At least once each year, in the Fall, each departmental division historically experiencing emergency situations may work through the Personnel and Training Department to post, throughout City work locations, a description of possible emergency overtime assignments, and necessary skills and abilities. All Union members may sign the emergency postings, as qualified, and indicate willingness to be contacted to work in emergency overtime situations. The list(s) will be posted for at least five (5) work days. The posting department or division will screen the names listed on the posting and determine, in advance, if the named employees have the minimum qualifications necessary for emergency assignments. Any employee the department or division does not certify as qualified will be contacted and given an opportunity to prove minimum qualifications to perform the possible emergency assignment(s) indicated, or to obtain the necessary minimum qualifications in a reasonable time frame. From these postings, master emergency call-in lists will be prepared for each type of overtime activity, grouping employees as follows: 1) Employees volunteering from the responsible work group or division will be listed by classification and seniority; 2) Employees volunteering from any other division or department will be listed in order of seniority.

3. Upon determination that an emergency exists (or that an emergency is continuing and mandatory call-backs are required), the Union president or his/her designee will be invited to assist in calling employees on the affected emergency overtime list(s). Employees on the emergency overtime lists shall be contacted first in the following order: 1) from the responsible division or work group, by classification and overtime equalization order; 2) other qualified employees in seniority order. (Note: Emergency overtime hours shall not be reflected on overtime equalization records for employees outside the responsible work group or division).

4. Employees that signed the emergency overtime list(s) may only refuse to work overtime for good cause, which shall initially be determined by the supervisor responsible to contact the employee, in conjunction with the Union president/designee (see paragraph 3, above). Employees known to be on sick leave for eight (8) or more hours immediately preceding the emergency leave, will not be contacted. Employees on vacation or personal leave, if contacted, may initially decline the overtime assignment; however, emergency and manpower conditions may require a subsequent contact and order to report for work. Employees known to be on bereavement leave will not be contacted for work. Any problems experienced by the contacting supervisor with an individual employee, shall be entered on an incident report and submitted to the review committee established in paragraph 13 for review.

5. If insufficient number of employees are able or available to work after exhausting the applicable emergency overtime lists employees in the affected work group or division who are known to

be qualified, but who did not volunteer for emergency overtime work, will be similarly contacted, and ordered to work the overtime, in the order of overtime equalization. Similar to paragraph 4, above, these employees may only refuse the emergency overtime for good cause.

6. If additional qualified employees are still needed for the emergency overtime operation, the City may use any other qualified individuals on a voluntary (paid) basis, including but not limited to, members in other departments that did not sign the emergency overtime list(s).

7. In any case, the following provisions of the 1989-92 labor agreement, where inconsistent with this agreement, shall not apply under emergency overtime situations:

A. Article 9, Section 1E, Distribution of Overtime.

B. Article 6, Section 1, Out of Class Assignments.

8. The City agrees that employees called back in emergency overtime situations shall be provided, insofar as practical under the circumstances, the same equipment (including truck assignments) that the employee in the classification is assigned during the employee's normal work day or work week.

9. In no case will employees involuntarily be worked more than sixteen (16) hours in a twenty-four (24) hour period (as computed from the employee's normal starting time).

10. Employees who work four (4) consecutive hours in an emergency overtime situation, and who are scheduled to work at least two (2) additional hours, shall be granted a one-half (1/2) hour paid break. Additional short breaks, as appropriate and consistent with past practice, may be taken.

11. The City agrees to provide reasonable sleeping facilities for the employees required to work emergency overtime for extended periods. Similarly during emergency overtime situations lasting extended periods of time, the City shall make food available for employees required to work.

12. If an employee has already worked at least sixteen (16) hours on the previous twenty-four (24) hour period, he/she may be excused from all or part of the employee's regularly scheduled shift, and may request and use accrued paid leave to cover the regularly scheduled shift. Sick leave used under these circumstances shall not be considered as an occurrence for purposes of the General Requirements.

13. Disputes arising out of this Agreement, or assignments made hereunder, shall be referred to a review committee comprised



of the Union president (or designee), a management representative from the affected department, and a third person selected by the first two (2). A majority decision of the review committee members shall be final and binding upon the City, employee affected and the Union.

14. The above terms and conditions shall govern emergency overtime operations throughout the term of the 1989-92 labor agreement, or until specifically amended or superceded in writing and executed by the parties. These terms and conditions may also be extended after the expiration of the 1989-92 labor agreement by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands this 26 day of June 1990.

FOR THE CITY:

BY ITS MAYOR:

Terry J. McKeane  
Terry J. McKeane

BY ITS CLERK:

James Blair  
James Blair

FOR THE UNION:

BY ITS PRESIDENT:

Leon A. Hilton  
Leon A. Hilton

BY ITS VICE PRESIDENT:

Cy Clark  
Cy Clark

Alan P. Kent  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Paul J. Romanos  
CERTIFICATION OF AVAILABLE  
FUNDS BY CITY CONTROLLER, *Opportunity*

Richard P. Futner  
LABOR RELATIONS DEPARTMENT

## APPENDIX I

### LETTER OF AGREEMENT REGARDING

#### TWELVE HOUR SHIFTS AT WASTEWATER PLANT

It is the desire of both the City of Lansing and the Lansing Area Public Employees to try out a four (4) day work schedule with variable eight (8) and twelve (12) hour shifts for certain employees at the Wastewater Plant. Both parties recognize that this schedule varies from the contractually established normal work week of five (5) days and work day of eight (8) hours, and that this change is not being implemented for the purpose of avoiding overtime. Both parties also understand that the negotiation over implementing this variable schedule does not limit or change the rights of the City under the Agreement to establish work schedules and make assignments.

The parties agreed to implement four (4) day shifts, as described in this Memorandum of Understanding, for an indefinite period for all employees at the Wastewater Plant that work in seven (7) day, 24 hour operations. The City will not discontinue this schedule without giving the affected employees 28 days' notice.

The parties also agreed to implement a new method of recording overtime worked in the Wastewater Division, as described more fully below.

The collective bargaining agreement, except as noted herein, will not be changed. Application of certain benefits and employment conditions were discussed, however, and clarification of how those matters will be interpreted and applied as set forth below.

1. A work day, for purposes of scheduling and overtime, will begin and end at 12:00 midnight.
2. Overtime: Overtime compensation shall continue to be due for time worked in excess of the normal, scheduled work day, which may be either an eight (8) or twelve (12) hour shift (as noted above).

It is the intention of the parties to limit consecutive work hours to a maximum of sixteen (16). In the event that an employee does not work his/her scheduled shift, the City may require an employee to remain on the job, on overtime status, until the earlier of a maximum of sixteen (16) hour shift or until a replacement can be obtained.

When seeking a replacement for a scheduled employee, the City will use the low overtime hours list as a basis. Personnel will be contacted for overtime work periods of four (4) hours or more based on the number of hours for which they are available, keeping in mind

the 16-hour limit. Overtime balance differentials of eight (8) or fewer hour will not be binding upon the City.

If the low overtime employee, is contacted and expresses a desire not to work, the shift or portion thereof, the City will make reasonable attempts to find another available employee to work the overtime. However, if no other employee volunteers to work the uncovered hours, the low overtime employee available for that shift or portion thereof may be recontacted and ordered to work the overtime.

3. Overtime Records: Overtime hours will be carried forward for the calendar year with all employees going to zero (0) on January 1 of each year. Subtracting at the beginning of each shift change will not be continued.

Overtime records will be updated daily and posted at least weekly. Overtime scheduled in advance during the work week will be added to the overtime records at the time the work is scheduled, rather than waiting for the time to be worked.

4. Weekend Overtime: Those employees working twelve (12) hour shifts will be paid time and one-half (1 ½) for overtime worked on the fifth and sixth days (i.e., first and/or second days off) of an employee's scheduled work week; double time will continue to be paid for overtime worked on the seventh day (i.e., last day off) of the affected employee's schedule.
5. Work Breaks: Employees may take a work break during each four (4) hour segment of a twelve (12) hour shift. Affected employees will continue the current practice of taking meals on duty time, at the work site, as the work load allows.
6. Night Premium: Those employees working twelve (12) hour shifts shall be paid night premium for all hours worked between 4:00 p.m. and 8:00 a.m. The current practice of paying employees working eight (8) hour afternoon and night shifts a premium for the full shift shall continue.
7. Paid Leave: Generally, leave days shall be considered as eight (8) hour leave periods, and shall be both used and accrued on the basis of hours earned. For example, bereavement leaves will be computed as 40 and/or 24 hour periods, as applicable; vacation, personal and sick leaves will be accrued on eight (8) hour increments, rather than work days.

In the cases of jury duty, witness and military leaves, scheduled in advance, the City may reschedule the employee on a five (5) day, eight (8) hour work schedule for the applicable period.

8. Holidays: Eligible employees shall continue to be eligible to receive eight (8) hours of (straight time) holiday pay on the applicable date, regardless of scheduled hours of work on the holiday.
9. Other: For any benefits or employment conditions not specifically covered here, but which are impacted by the change in work day and work week resulting from this Agreement, it is the parties' understanding and intent that appropriate adjustments will be made consistent with the above examples, and consistent with a philosophy that neither the City nor any employee should be unduly enriched or handicapped by an adjustment based on the schedule change.
10. Although it is within management's right to make work assignments, management will make an effort to not routinely assign work in another area of the plant to operators on the D3 shift. All D3 operators will be scheduled to work the 8:00 a.m. to 4:30 p.m. shift on Thursdays, unless otherwise scheduled for special projects and/or to cover an operating shift.

Problems or questions may arise that are not specifically dealt with in this Agreement. If that occurs, attempts will first be made by the Union and City management employees at the Wastewater Plant to deal with those situations as they arise. Any problem not resolved at that level will be proper subject for a special conference between the Union and the City.

Either party may initiate a special conference, in order to review their experiences with the schedule, and to determine whether the program shall be continued for the duration of the current labor agreement and, if so, whether any changes or refinements are appropriate.

The above Memorandum of Understanding incorporates applicable parts of the former Appendix K, "Letter of Agreement Regarding Twelve Hour Shifts at Wastewater Plant" and "Amendment to Twelve Hour Shift Agreement."

IN WITNESS WHEREOF, the parties have set their hands this 21<sup>st</sup> day of ~~June~~ 1998.

April  
FOR THE UNION:

FOR THE CITY:

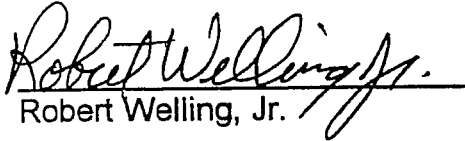
BY ITS PRESIDENT:

  
Leon A. Hilton

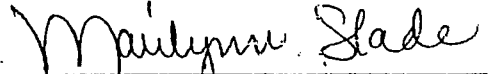
BY ITS MAYOR:

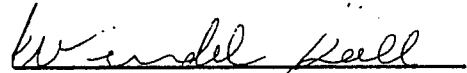
  
DAVID C. HOLLISTER

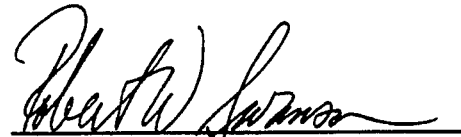
BY ITS VICE PRESIDENT:

  
Robert Welling, Jr.

BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX J

MEMORANDUM OF UNDERSTANDING  
REGARDING  
OVERTIME POLICY  
WASTEWATER DIVISION

The following is the general policy of the Wastewater Division for overtime equalization of UAW personnel.

1. The overtime hours of all UAW personnel will be updated and posted at least weekly. Work area supervisors will maintain a daily record of overtime and update their lists accordingly.
2. The updated daily list will be used in determining the low overtime person.
3. Overtime scheduled in advance to be worked during the week of record (Monday through Sunday) will be included in the employee's overtime hours during that week in determining the low overtime person.
4. The overtime hours to be used for the purpose of pre-scheduling will be the hours the employees have on the day that the pre-scheduling is completed taking into consideration Item 3 above.
5. All overtime hours will be posted on the basis of straight time hours paid. Example: An eight hour overtime shift available at time and a half will be charged 12 hours. Double time would be 16 hours.
6. When an employee has a paid leave of four (4) or more hours, they will be considered on leave and unavailable for overtime from when they depart the plant site at the end of their last scheduled shift of work until they return on the next scheduled work shift. If there are scheduled days off between the last work shift and the first scheduled shift back to work, the days will be considered as part of the leave period. This means the employee will not be called in low overtime order while off work on paid leave and associated days off and will not be charged as unavailable during that time. The employee will be contacted for available overtime during this period when the shift cannot be filled by other personnel. If you refuse or are unavailable for the overtime, it will not be charged. Any hours worked will be charged.
7. The work week will be Monday through Sunday with the work day beginning at midnight for all shifts.
8. Overtime will first be offered to those persons assigned to the work area with the need. Employees of the same classification in other work areas trained in the area of need will

be next, and then other bargaining unit employees trained in this area. Work areas are: primary treatment, secondary/tertiary treatment, and dewatering/solids handling. If there is no UAW employee available for the vacant shift, the employer may move working UAW personnel to a different work area to expand the pool of UAW personnel available for the overtime shift.

9. When an employee is asked to work overtime in an area out of their classification, the employee will not be charged for the overtime for equalization purposes if they refuse or are unavailable. All overtime hours worked will be charged.
10. New personnel or transfers into a new area will be assigned overtime hours equal to the highest person in the area when they are designated available to work overtime.
11. Persons on workers' compensation, disability leave, or other leave of absence will not be contacted or charged for the overtime during the period of leave. Upon return to work and being designated available for overtime, the employee will be assigned the overtime hours equal to the low overtime person in the work area.
12. When maintenance personnel are working on a job that must be continued past the end of the shift, those persons working on the job during the straight time hours will have first opportunity to continue the job and work the overtime regardless of onetime hours. If additional personnel is required they will be asked on low overtime hours basis. All hours worked or refused will be charged.
13. Scheduled maintenance overtime work will be done on low overtime hours basis.
14. Relief operators will be equalized with the other operators in the work area.
15. Persons working on rotating shifts will not leave their work area until relieved or authorized by the supervisor.
16. The designated on-call Pump Station crew members will be called first and shall respond. Additional workers will be called in order listed on the emergency call list. The on-call assignment will be rotated weekly. Completion of a job started on straight time will first be offered to the crew doing the straight time work. If they decline, the job will be assigned to the designated on-call person. With prior notice to the supervisor, crew members can switch scheduled on-call assignment weeks.

IN WITNESS WHEREOF, the parties have set their hands this 9<sup>th</sup> day of May 2001.

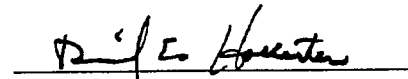
FOR THE UNION:

FOR THE CITY:

BY ITS PRESIDENT:

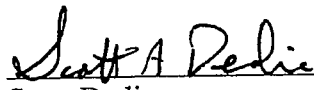
BY ITS MAYOR:

  
Leon A. Hilton


  
DAVID C. HOLLISTER


BY ITS VICE PRESIDENT:

BY ITS CLERK:

  
Scott Dedic

  
STEVE E. DOUGAN

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS



APPENDIX K

LETTER OF UNDERSTANDING  
JOINT LABOR-MANAGEMENT COMMITTEE  
PARKS AND RECREATION DEPARTMENT

During the 1997-2000 contract negotiations the UAW, Local 2256 and the City of Lansing have agreed to continue a Joint Labor-Management Committee at the City's Parks and Recreation Department.

The Committee shall continue for one year from the date of ratification of the Agreement. Any continuation of the committee shall be mutually agreed upon by both parties. At the end of one year an evaluation shall be completed on the effectiveness of the Joint Labor-Management Committee.

A Joint Labor-Management Steering Committee shall jointly make all decisions concerning the dimension of the committee.

The Steering Committee shall be the consensus problem-solving mechanism of the Joint Labor-Management Committee.

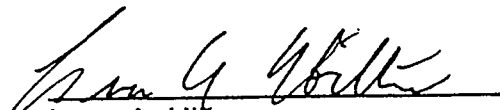
Training for such Joint Labor-Management Committee shall be provided by the bargaining unit Education and Training Fund, up to a maximum expenditure of \$500.00.

FOR THE UNION:

FOR THE CITY:

BY ITS PRESIDENT:

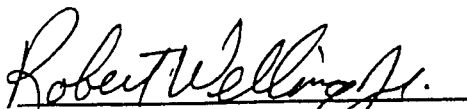
BY ITS MAYOR:

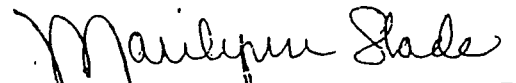
  
Leon A. Hilton

  
DAVID C. HOLLISTER

BY ITS VICE PRESIDENT:

BY ITS CLERK:

  
Robert Welling, Jr.

  
MARILYNN SLADE

Wendell Hall

APPROVED AS TO FORM BY  
CITY ATTORNEY

Robert Williams

I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR

Doris A. Schering  
LABOR RELATIONS

APPENDIX L

LETTER OF AGREEMENT  
BETWEEN THE CITY OF LANSING AND  
UAW LOCAL 2256

PREFUNDING OF POST-RETIREMENT HEALTH CARE

WHEREAS, the City of Lansing is currently paying the cost of health insurance for retirees, and that cost has grown significantly in recent years and may continue to increase significantly in the future; and

WHEREAS, United Auto Workers Local 2256 and the City of Lansing are desirous of continuing to provide quality health care for retirees in the future; and

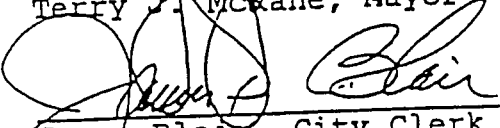
WHEREAS, the City of Lansing's General Employee's Retirement System Pension Fund currently contains a surplus, known as the "contingency Reserve Fund"; therefore, the City of Lansing and the UAW Local 2256 do agree as follows:

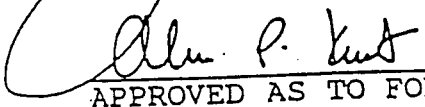
Consistent with General Employee's Retirement System Board policy, 80% of the Retirement Contingency Fund identified in the actuarial report for December 31, 1988 may be used to prefund a health care plan for retirees with the following general outline:

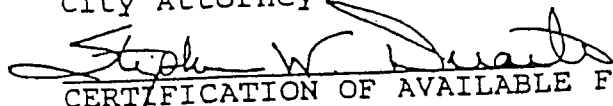
To create a fund which will be actuarially determined and recommended (in accordance with reasonable actuarial assumptions regarding interest and inflation rates, the rate of increase in the cost of health care premium consistent with Draft #4 of proposed amendment to part 7 Chapter 292, of the Codified Ordinance, of the City of Lansing, etc.) and to begin to provide funds to pay retirees' health care insurance premiums in the future.

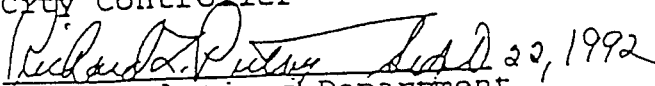
FOR THE CITY:

  
Terry J. McKane, Mayor


  
James Blair, City Clerk

  
APPROVED AS TO FORM BY  
City Attorney

  
CERTIFICATION OF AVAILABLE FUNDS BY  
City Controller

  
Labor Relations Department

FOR THE UNION:

  
Leon A. Hilton, President

APPENDIX M  
MEMORANDUM OF AGREEMENT  
CLEAN-UP TIME

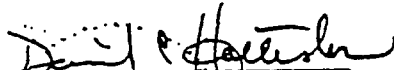
It is understood that a memorandum of understanding is forthcoming regarding appropriate personal clean-up time, tool return and paperwork completion at the end of the shift shall be the following:

- 1) personal clean-up time 15 minutes
- 2) tool return and paperwork completion 15 minutes

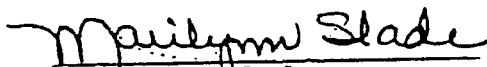
This applies only to maintenance workers and employees working with the same at the Waste Water Treatment Plant Division. Clean-up time is no more than 30 minutes prior to the end of the shift. This shall resolve any proposals on Article 9, Section 1(1) and grievance #L-12-394.


FOR THE CITY:


BY ITS MAYOR:

  
David C. Hollister

BY ITS CLERK:

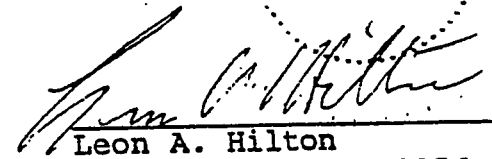
  
Marilynn Slade

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

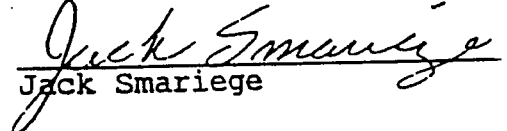
  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, FINANCE DIRECTOR

  
LABOR RELATIONS

FOR THE UNION:

  
Leon A. Hilton  
President, Local 2256

BY ITS VICE PRESIDENT

  
Jack Smariege

## APPENDIX N

### MEMORANDUM OF UNDERSTANDING REGARDING POST-RETIREMENT PENSION ADJUSTMENT

The City and Union agreed during the course of negotiations of the 1997-2000 Collective Bargaining Agreement, as a permissive subject of bargaining and without any future obligations to negotiate over the issue, to discuss a pension adjustment for retirees. In the course of discussions the following terms and conditions for pre-funding of health care and cost of living adjustments for the defined benefit retirement plan were agreed upon utilizing the analysis of the City's actuarial firm, Gabriel, Roeder, Smith & Company:

1. The adjustment will be cost neutral to the City of Lansing.
2. The City will request the employee retirement board to change the actuarial rate of return from 7% to 8% to fund the desired benefit changes.
3. The existing contingency reserve within the retirement system after changing the assumed rate of return will be used as an additional resource for the benefit changes.
4. The parameters for the recommended changes will be as follows:
  - A. The reduction in the City contribution resulting from changing the assumed rate of return shall be used for pre-funding of health care.
  - B. The contingency reserve will be eliminated.
  - C. The assets of the contingency will remain in the retirement system for the benefit of (newly created) member reserve fund.
  - D. From the member reserve fund a lump sum amount will be transferred to the retirement reserve fund to create a minimum pension benefit (this is a one time increase). The minimum pension is based on \$150 for each full year of service and \$100 for each year since retirement. The increase will be reduced based on the benefit option chosen at retirement.
  - E. The balance of the member reserve fund will be used as follows:
    1. 25% of the investment income will be set aside to increase the principal balance of the member reserve fund.

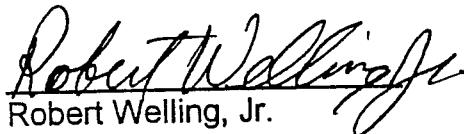
2. 37.50% of the investment income will be used to prefund health care.
3. 37.50% of the investment income will be used to fund a fixed annual increase in retirement benefits for all members with a minimum of 8 years of service (unless benefits result from a duty death), who are at least 60 years of age. The fixed amount will be determined by the actuary and is expected in year one to be approximately \$150 or 3% whichever is less. The increase will be adjusted at least every five years as recommended by the actuary. The increase will be reduced based on the benefit option chosen at retirement.

FOR THE UNION:

BY ITS PRESIDENT:

  
Leon A. Hilton

BY ITS VICE PRESIDENT:

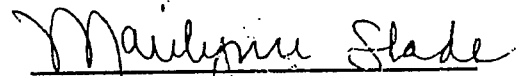
  
Robert Welling, Jr.

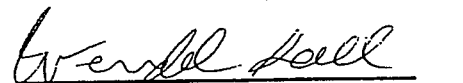
FOR THE CITY:

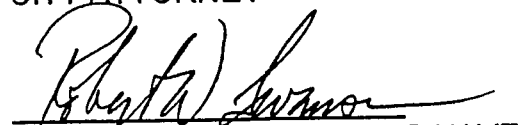
BY ITS MAYOR:

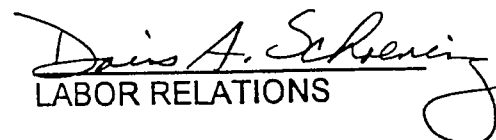
  
DAVID C. HOLLISTER

BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX O

MEMORANDUM OF UNDERSTANDING  
REGARDING  
REVIEW OF LICENSED CLASSIFICATIONS

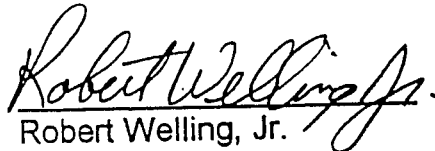
During the negotiations of the 1997-2000 Collective Bargaining Agreement between the City of Lansing and the United Automobile Workers, Local #2256, Lansing City Unit, the parties discussed the Union's proposal to conduct a review of U.A.W. bargaining unit positions currently required to possess pesticide and/or commercial drivers licenses but which may not be utilized by the employee in the position. In order to conclude the negotiations of the new Collective Bargaining Agreement in a timely manner and address the Union's concerns on this issue, the parties agreed to the following:

- \* The parties will discuss the list of specific positions identified by the Union that currently require a pesticide and/or commercial drivers license which may have not been utilized.
- \* Such discussion will commence and conclude prior to expiration of the 1997-2000 Collective Bargaining Agreement.
- \* The City retains its right to assign duties and determine qualifications.

FOR THE UNION:  
BY ITS PRESIDENT:

  
Leon A. Hilton

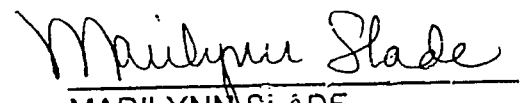
BY ITS VICE PRESIDENT

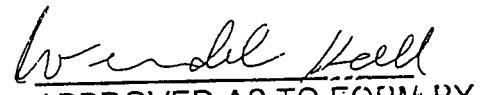
  
Robert Welling, Jr.

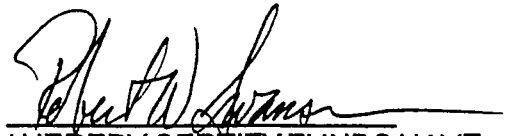
FOR THE CITY:  
BY ITS MAYOR:

  
DAVID C. HOLLISTER

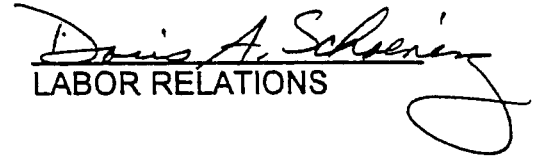
BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY



I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR



LABOR RELATIONS



APPENDIX P

MEMORANDUM OF UNDERSTANDING  
REGARDING  
BARGAINING UNIT WORK

During the course of the 1997-2000 collective bargaining negotiations, the Union cited supervisory employees performing UAW Local #2256, Lansing City Unit, bargaining unit work as an issue requiring special attention. In order to deal with the Union's consternation over this issue, the City affirms that it will take reasonable steps to address this matter with the offending supervisors. As an initial measure, the City will conduct supervisory training on the UAW Collective Bargaining Agreement with special emphasis on Article 9, Section 1K.

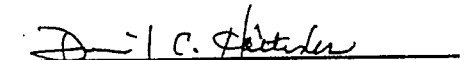
FOR THE UNION:  
BY ITS PRESIDENT

  
Leon A. Hilton

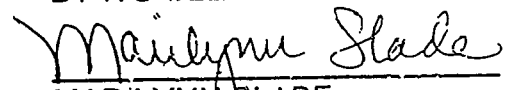
BY ITS VICE PRESIDENT:

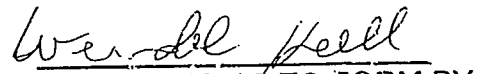
  
Robert Welling, Jr.


FOR THE CITY:  
BY ITS MAYOR:

  
DAVID C. HOLLISTER

BY ITS CLERK:

  
MARILYNN SLADE

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED,  
FINANCE DIRECTOR

  
LABOR RELATIONS

APPENDIX Q

AMENDED MEMORANDUM OF UNDERSTANDING

Between

CITY OF LANSING

And

UAW LOCAL 2256

LANSING CITY UNIT

Regarding the

STATUS OF WAGES & BENEFITS DURING MILITARY LEAVE

The City of Lansing and the UAW Local #2256, Lansing City Unit express their joint concern over the impact on wages and benefits for employees and their families in the event any full-time employee is called to active military service and placed on military leave of absence during this current period of national emergency (Afghanistan/Iraq wars which began in the fall of 2001).

- I. Employment and Benefit Rights under Federal Law – The City shall provide all employment and benefit rights as required by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly known as “USERRA”.

It is the intent of this memorandum to provide a uniform policy for all full-time employees with regard to the status of wages and benefits during this compulsory call to active military service. It is the City’s purpose to provide wages and benefits above and beyond that which is required by law so that no employee or family of an employee called to active duty suffers financial hardship as a result of his/her compulsory call to active military service. This memorandum is intended to provide these additional wage and benefit supplements for a period of up to six (6) months, subject to review, revision and renewal and should not be construed to permanently modify the existing collective bargaining agreement between the parties.

- II. Wages – Any employee covered under the provisions of this Memorandum of Understanding shall receive a wage supplement equal to the difference between 110% of the base wage of the position the employee held with the City at the time of his/her compulsory call to active military service and the base wage that he/she is paid by the government for such active military service. The City must receive a military base pay statement or equivalent. Upon verification of the employee’s base military pay, the City will calculate and pay a wage supplement. The employee is responsible for providing the City with notice of any increase in military base pay during the period covered by this Memorandum of Understanding.

An employee who would have been eligible for merit step increases in his/her base pay were it not for the call to active military service shall receive such increase as it normally would occur and the wage supplement shall be adjusted accordingly.

III. Health and Dental Coverage and Opt-Out Provisions – Health and dental insurance coverage for the employee and his/her dependents shall continue for the period of this Memorandum of Understanding. An employee who is required to pay any differential in health care premiums due to his/her election of an optional health care plan (not the base health care plan) shall continue to be responsible for the premium differential. The City shall continue to make a payroll deduction from the employee's paycheck to the extent that the employee has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter.

IV. Life and Disability Insurance – Current City-paid life insurance coverage for the employee, limited to the terms and conditions of the policy in effect, which excludes accidental death and disability while in compulsory active military service, shall be extended at the City's expense for the period of this Memorandum of Understanding. Other City-paid disability insurance coverage (i.e. Sick and Accident Insurance), limited to the terms and conditions of the policy in effect, shall be extended at the City's expense for the period of this Memorandum of Understanding.

Current employee-paid life insurance coverage for dependents, if any, shall be extended at the employee's expense for the period of this Memorandum of Understanding. The City shall continue to make a payroll deduction from the employee's paycheck to the extent that that the employee has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter.

V. AFLAC-Related Options, Benefits and Savings Accounts – Elections currently in effect at the time the employee enters active military service shall remain in effect for the duration of the benefit year. The City shall continue to make a payroll deduction from the employee's paycheck to the extent that the employee has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter.

VI. Benefits Requiring Annual Election – All benefits requiring an annual election, including Opt-Out, AFLAC-related options and healthcare providers shall continue in effect for employees called to active military service, unless the City is notified of a change in election by the employee. Any requested changes by the employee shall take effect after the next open enrollment period or qualifying event changing the employee's status.

VII. Deferred Compensation Deductions – Deferred compensation deductions will remain in effect to the extent there is adequate net pay available. Under Federal law, for calendar year 2001, an employee cannot contribute more than twenty-five percent (25%) of gross pay received from the City of Lansing or eighty-five hundred dollars ((\$8,500), whichever is lower. For calendar year 2002, the twenty-five percent (25%) test has been eliminated and the annual limited increases to eleven thousand dollars (\$11,000). These maximums

will be adjusted during the duration of this Memorandum of Understanding to reflect the limits imposed under Federal Law.

- VIII. Other Payroll Deductions – Credit Union deductions will remain in effect to the extent there is not pay available for the full deduction amount. Friend of the Court and other mandatory deductions (including Union dues, unless waived by the Union), will be made to the extent there is net pay available.
- IX. Seniority – Seniority of the employee shall continue to accumulate as if he/she had not been called to compulsory military service.
- X. Defined Benefit Employees – Any employee who receives a compulsory call to active military service shall continue to accrue retirement service credits for the period of his/her compulsory military service for the period covered by this Memorandum of Understanding, as follows:
- A. Employee returns to City Employment: The employee shall be credited with all retirement service credits for the period of compulsory military service, provided that the employee makes application to return to work within ninety (90) days of his/her discharge from compulsory military service. During the period of compulsory military service, the City shall continue to make a payroll deduction equivalent to the contractually required, employee contribution percentage of the annual base pay of the position the employee held at his/her compulsory call to active service. The City shall continue to make a deduction from the employee's paycheck to the extent that he/she has net pay to deduct. If the employee does not have sufficient net pay, he/she shall be notified by the Finance Department, at which time the employee can make arrangements for payment thereafter and may make such payment upon his/her return to employment with the City.
- B. Voluntary Retirement: The employee may file for retirement from the City during his/her compulsory active military service, provided he/she would have been eligible to retire were it not for his/her compulsory call to active military service. Upon request and after completion of forms required by the City, the employee may retire. Where the employee does not return to work following completion of compulsory active military service, retirement benefits shall be based upon the retirement service credits the employee accumulated prior to the start of compulsory military service. All wages and benefit provided under this Memorandum of Understanding shall cease for an employee who retires from the City of Lansing under this section.
- C. Non-Duty Disability: An employee who becomes disabled during compulsory active military service and who would have otherwise qualified for a non-duty disability benefit had it not been for his/her leave for compulsory active military service, shall qualify for non-duty disability retirement, subject to the requirements of the applicable Employee or Police and Fire Retirement System.

- D. **Non-Duty Death:** An employee who dies during compulsory active military service and who would have otherwise qualified for a non-duty death benefit had it not been for his/her leave for compulsory active military service, shall qualify for a non-duty death benefit, subject to the requirements of the applicable Employee or Police and Fire Retirement System.
- XI. **Leave Time** – An employee will continue to accrue leave time while on compulsory military service under the terms of the applicable collective bargaining agreement, provided that he/she returns to work within ninety (90) days of completion of active military service.
- XII. **Employment Status** – It is agreed and acknowledged that the employee is not considered to be in the course of employment with the City of Lansing during his/her time of military leave of absence for active military service during this period of national emergency.
- Where the employee remains on active military service and does not return to work within ninety (90) days of completion of compulsory active military service related to this national emergency, the employee shall not be returned to City employment and all benefits provided in connection with leave for compulsory active military service shall cease.
- XIII. **Grievances** – None of these provisions are subject to the grievance procedure under the parties' collective bargaining agreement.
- XIV. By the Mayor's powers, in accordance with the applicable personnel rules, the same wage supplement and benefits provided for in this Memorandum of Understanding shall be extended to all other full-time employees of the City of Lansing who are called to active military service during this period of national emergency.

The duration of this Memorandum shall be effective when signed through the expiration of the contract (October 6, 2008).

Signed this 14<sup>th</sup> day of September, 2007:

FOR THE UNION:



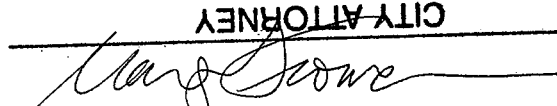
Scott A. Dedic, President  
UAW Local #2256,  
Lansing City Unit

FOR THE CITY:



Susan C. Graham  
Labor Relations Manager

CITY ATTORNEY



APPROVED AS TO FORM

APPENDIX R

MEMORANDUM OF UNDERSTANDING

Between

CITY OF LANSING

And

UAW LOCAL 2256

LANSING CITY UNIT

Regarding the

UNIVERSAL PURCHASE OF SERVICE CREDIT

Members of the City of Lansing Employees Retirement System ("ERS") shall be eligible to purchase up to three (3) years of service credit for retirement provided: 1) The employee shall submit a written request to purchase time to the City Finance Director and the ERS Retirement Boards. 2) The employee requesting to purchase service credits shall pay the costs of the actuarial evaluation of the cost of adding such universal time to his/her retirement service credit. The employee electing to exercise the right to purchase service credit shall make such election in writing and make full payment for the cost of such service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial service shall be performed by the actuary of the ERS Retirement System of the City of Lansing and costs determined by said actuary shall be considered final and binding upon the City and the employee. 3) Retirement medical benefits shall not be provided during purchased service credit time.

The purchase of service credit shall not accelerate the member's eligibility for retiree health care. The purchase of time under this provision does not count toward the vesting of retiree health care.

The attached proposed amendment to Ordinance 292.144 Employees Retirement System sets forth in detail the substantive terms of the Universal Purchase of Service Credit and is hereby incorporated by reference.

This Memorandum and the attached proposed amendment to Ordinance 292.155 constitute the entirety of the agreement between the parties.

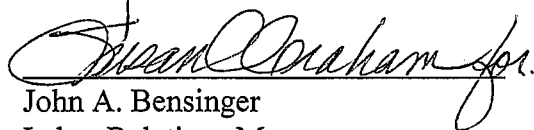
This Memorandum is effective the 3<sup>rd</sup> day of January, 2006.

FOR THE UNION



Scott Dedic  
President, Local #2256

FOR THE CITY



John A. Bensinger  
Labor Relations Manager

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