

6/30/98

*East Lansing, City of*

**Agreement**  
**Between The**  
**City of East Lansing, Michigan**  
**and the**  
**United Auto Workers Local 2256**  
**International Union**  
**United Automobile, Aerospace & Agricultural Implement**  
**Workers of America**  
**July 1, 1996 - June 30, 1998**

1930/11

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Faint, mirrored text from the reverse side of the page, including the words 'International Union' and 'World of Workers'.

WEST STATE UNIVERSITY  
A OMS COLLECTION  
THE HUGHES TRUST

## Table of Contents

<b><u>Article</u></b>	<b><u>Title</u></b>	<b><u>Page Number</u></b>
	Preamble	1
1	Purpose and Intent	2
2	Non-Discrimination	3
3	Employer's Rights	4
4	No Strike Clause	6
5	Recognition	7
6	Union Security and Requirements of Union Membership	8
7	Union Rights	9
8	Employee Conduct	11
9	Personnel Files	14
10	Grievance Procedure	16
11	Special Meetings	19
12	City Positions	20
13	Probationary Period	21
14	Seniority	22
15	Layoff	24
16	Salary Classifications	26
17	Working Hours and Overtime Compensation	28
18	Sick Leave	30
19	Vacation Leave	33
20	Holiday Leave	36
21	Personal Leave	38
22	Other Leave	39
23	Hospital, Medical and Drug Insurance	44
24	Dental Insurance	48
25	Life Insurance	49



Table of Contents

Page Number

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40

Table of Contents

- 1. Introduction
- 2. Background
- 3. Objectives
- 4. Methodology
- 5. Results
- 6. Discussion
- 7. Conclusion
- 8. References
- 9. Appendix
- 10. Glossary
- 11. Bibliography
- 12. Index
- 13. List of Figures
- 14. List of Tables
- 15. Executive Summary
- 16. Acknowledgements
- 17. Disclaimer
- 18. Contact Information
- 19. Revision History
- 20. Approval
- 21. Distribution
- 22. Confidentiality
- 23. Intellectual Property
- 24. Liability
- 25. Version Control
- 26. Change Log
- 27. Project Charter
- 28. Stakeholder Register
- 29. Risk Register
- 30. Communication Plan
- 31. Quality Management Plan
- 32. Resource Management Plan
- 33. Schedule Management Plan
- 34. Cost Management Plan
- 35. Procurement Management Plan
- 36. Risk Management Plan
- 37. Issue Log
- 38. Change Log
- 39. Meeting Minutes
- 40. Project Report



26	Disability Insurance	50
27	Workers Compensation	51
28	Longevity	53
<del>29</del>	<del>Retirement</del>	<del>54</del>
<del>30</del>	<del>Social Security</del>	<del>55</del>
31	Education Provisions	56
32	Miscellaneous	58
33	Save Harmless Clause	61
34	Provision of Agreements	62
35	Productivity Incentive Program	63
	Appendix A - Policy Statement on Sexual Harassment	64
	Appendix B - Office Hours and Flexible Woprk Schedules	65
	Effective Date	66
	Letter of Understanding - Contract Implementation	67
	Letter of Understanding - Transfers and Promotions	68
	Letter of Understanding - Implementation of New Sick Leave Provisions	69

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
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93  
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96  
97  
98  
99  
100

Preamble

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_ by and between the City of East Lansing, Michigan (hereinafter referred to as the *City* or the *Employer*) and the United Auto Workers Local 2256, International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, (UAW) (hereinafter referred to as the *Union*).



Article 1

Purpose and Intent

The general purpose of this Agreement is to fix basic wages, hours, working conditions and a method of adjusting disputes and to promote orderly and peaceful labor relations for the mutual interests of the City and the Union and the employees.

The parties recognize that the interests of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

**Article 2**  
**Non-Discrimination**

The provisions of this Agreement shall apply equally to all employees without regard to age, sex, marital status, race, color, religion, national origin, sexual orientation and student status. Both the City and the Union shall bear the responsibility for complying with this provision of the Agreement.

The use of a specific pronoun referring to gender has no particular significance as it is intended to apply equally to males and females. Whenever the singular number is used, it shall include the plural.



## Article 3

### Employer's Rights

The Employer, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself 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 and the East Lansing City Code and any modifications made thereto except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the City shall only be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are expressly modified or restricted by a specific provision of this Agreement are reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right:

- a) To manage its affairs efficiently and economically, including the determinations of quantity and quality of services to be rendered;
- b) To introduce new equipment, methods, machinery or change or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;
- c) To determine the size of the work force and increase or decrease its size;
- d) To hire, assign, and permanently or temporarily lay off employees;
- e) To permit municipal employees other than employees covered by this Agreement to perform bargaining unit work on an intermittent or periodic basis;
- f) To use independent contractors to perform work or services or to subcontract work, except that in the event the City determines to use an independent contractor to do regular bargaining unit work which would result in the elimination of bargaining unit positions, it will meet and confer with the Union a minimum of 60 days in advance to elicit their suggestions on other alternatives to subcontracting;
- g) To direct the work force, assign work and determine the number of employees



assigned to operations;

- h) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications. In the event there is a significant change in or combination of job classifications, the City agrees to meet and confer with the Union. In the event the City should add a new classification in a position covered by the Union, the City agrees to meet and confer over the wage rate set if the Union wishes.
- i) To discipline and discharge employees for just cause.
- j) To adopt reasonable working rules not inconsistent with this Agreement provided, however, that the reasonableness of a work rule shall be subject to the grievance procedure; and
- k) To select employees for promotion or transfer and to determine the qualifications and competency of employees to perform available work.

## Article 4

### No Strike Clause

#### Section 1. Public Policy

The Union recognizes that strikes are illegal and contrary to public policy in Michigan and that strikes are detrimental to the public health, safety and welfare.

#### Section 2. No Strike

The Union agrees that no strike of any kind shall be caused or sanctioned by the Union at any time during the life of this Agreement. Occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement.

#### Section 3. Disciplinary Action

Any employee who, during the life of this Agreement, commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the City.



Article 5  
Recognition

Pursuant to and in accordance with all applicable provisions of Act No. 336, Public Acts of Michigan, 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the City included in the bargaining unit.

**Section 1. Inclusions.**

All regular full time and regular part time employees employed by the City of East Lansing in the classification of office clerical, secretarial and support staff in the Department of Parking, Finance, Assessing, Code Enforcement and Neighborhood Conservation, and Public Works, Maintenance Staff in Waste Water, Building Maintenance and Parking, Custodial Staff in Building Maintenance, Grants Administrator in Planning and Community Development, Inspectors in Code Enforcement and Neighborhood Conservation, Engineering Staff, Recycling Coordinator and Meter Technicians in Public Works, Operational Staff and Process Control Analysts in Waste Water.

**Section 2. Exclusions.**

All employees of the City of East Lansing who are currently members of existing collective bargaining units, and all confidential employees, professionals, supervisors and executives in all departments (including office clerical, secretarial and support staff in Cable/Communications, Planning and Community Development, Police, Fire, and City Manager's Office, Coordinator, Administrator, Planners and Assistant positions in City Manager's Office, Personnel, Cable/Communications and Planning and Community Development, as well as substitute, irregular employees, interns, school crossing guards and part time parking personnel).

Additional Exclusions: All library personnel (part time and full time), all 54B District Court personnel (part time and full time) and all East Lansing-Meridian Water and Sewer Authority personnel (part time and full time).



## Article 6

### Union Security and Requirements of Union Membership

#### Section 1. Union Membership or Union Representation Fee Required

Employees covered by this Agreement at the time it becomes effective will become members of the Union or pay a Union representation fee. Additionally, new employees or employees transferred into positions covered by this Agreement shall, within thirty one (31) days, become members of the Union or pay a Union representation fee.

#### Section 2. Union Dues Payments

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, Union dues. For those employees who do not join the Union, they shall pay an amount of money not to exceed that paid by employees who are members of the Union, which shall be limited to an amount of money not to exceed the Union's regular and usual dues, and which shall be considered a representation fee.

#### Section 3. Compliance

Employees shall be deemed to have complied with the terms of this section if they are not more than sixty (60) days in arrears for membership dues or representation fees respectively.

#### Section 4. Penalty for Non-Compliance

Employees who fail to comply with the provisions set forth above shall have their employment terminated immediately upon expiration of the above stated time limits and receipt of written notice of that fact from the Union. The Union agrees to hold the Employer harmless in any action arising out of and pursuant to the provisions of this article.

## Article 7

### Union Rights

#### Section 1. Stewards

There shall be one steward for each main facility of the City, which includes City Hall, the Waste Water Treatment Plant and the Department of Public Works. There shall be a Chief Steward who shall also be the President of the Union. The stewards shall be chosen in any manner the Union may designate, but shall have been in the regular employ of the City for at least one (1) year prior to their selection. The Union will notify the City in writing of the names of these employees.

#### Section 2. Investigation of Grievances

The steward for the facility which he or she represents may, during working hours, without loss of time or pay and with the advance permission from the Department Head, investigate, resolve and present grievances to the City. Time spent in this regard must be reasonable and will be devoted only to the prompt resolution of grievances. It is understood the Department Head will allow time off as soon as possible. In the absence of a steward, the chief steward may act for the steward.

#### Section 3. Bargaining Committee

The bargaining committee for the Union will include no more than three (3) employees from the City that are in the bargaining unit along with the Chief Steward. The Union will furnish the City with a written list of the Union's bargaining committee at least one (1) week prior to the first bargaining session.

#### Section 4. Bargaining Sessions

Employees on the bargaining committee who are scheduled for work at the same time a bargaining session has been agreed on by the negotiating parties will be released from work without loss of pay during the bargaining period and for a period of up to, but not to exceed, thirty (30) minutes before the bargaining session begins and after the bargaining session ends.



No employee will be given additional compensation for time spent in bargaining sessions which are outside their normal work day.

**Section 5. Union Bulletin Boards**

The City will provide enclosed bulletin boards of adequate size that may be locked and which may be used by the Union for posting notices of interest to the membership. There will be one board in each major facility. The Union will have the exclusive right to the use of its assigned bulletin boards and may post union notices that are specifically related to union activities and events. The Union shall not post items in any other locations in the City.

**Section 6. Use of City Facilities**

The City will cooperate with the Union concerning any requests for Union meetings on City property. In that regard, the Union must submit its request to hold any such meetings reasonably in advance of the scheduled date and the City will respond to those requests on a case-by-case basis consistent with the demands for City services and other attendant circumstances. It is understood that the City is extending the use of its facilities to the Union in this regard as a courtesy and therefore, nothing pertaining to this understanding shall be subject to the Grievance or Arbitration procedure.



## Article 8

### Employee Conduct

When it is necessary to apply corrective action to modify employee conduct, the City will generally apply the basic principles of progressive discipline. In accordance with these principles, severe disciplinary action and/or discharge will normally occur only after previous corrective actions have failed, although some infractions may be so serious as to require immediate discharge or other severe disciplinary action.

Generally, progressive discipline involves an oral warning, written warning, suspension without pay, and termination; however, the appropriate actions are determined by considering such factors as the nature and severity of an offense and the past work record of an employee. All disciplinary actions which result in a written warning and/or a suspension from work become a part of an employee's personnel record with a copy of the record going to the employee. After one year, the employee has the right to meet with the department head to discuss removal of any negative items in the personnel file. Such removal shall be at the discretion of the department head. However, if there has been no adverse employee conduct within two years of the latest reprimand, the employee's personnel file shall be purged of any reprimands if so requested by the employee. Discipline is a matter of just cause and, as such, is subject to the grievance and arbitration provisions of the Agreement.

The following is a list of unacceptable conduct within the work setting. This list is not necessarily complete and, in fact, certain departments may develop additional work rules in writing which are specific to those departments' needs and which have been verified as consistent with these rules and approved by the City Manager.

#### Attendance and Attention to Work

- a) Failure to adhere to appropriate leave time provisions when taking time off.
- b) Arriving for work after the designated starting time for your work day.
- c) Leaving from work prior to the designated ending time for your work day.
- d) Taking more rest periods than are permitted or extending the rest period beyond

fifteen (15) minutes.

- e) Conducting personal business on the job.
- f) Sleeping, loafing or loitering on the job.
- g) Disturbing co-workers by visiting during work hours.

Health and Safety

- a) Not adhering to prescribed safety procedures.
- b) Not using, when necessary, prescribed safety devices and clothing.
- c) Not complying with or falsifying accident and injury reporting procedures as specified in Article 26, Safety and Worker's Compensation.
- d) Endangering the safety of self or others through horseplay or carelessness.

Personal Conduct

- a) Refusal or failure to follow the direction of a duly designated member of management from whom an employee receives direct supervision or failure to comply with an established procedure without good cause.
- b) Discourtesy or abusive behavior toward citizens and co-workers.
- c) Dishonesty, including falsifying employment applications, work records, time sheets and payroll records, or stealing.
- d) Misuse, abuse or damage resulting from the misuse of City property.
- e) Unauthorized use of City property.
- f) Use or possession of alcohol or drugs while on City time or being impaired from properly performing the job due to the use of drugs or alcohol.
- g) Not adhering to the City's smoking policy.
- h) Sexual harassment as outlined in the City's policy statement on sexual harassment which is attached as Appendix "A".
- i) Off duty misconduct such as conviction for a crime, which prevents an employee from performing the job.

Political Activity



- a) **Unauthorized soliciting or campaigning on City time or property.**

Security

- a) **Carrying or having on City property unauthorized weapons.**
- b) **Misusing City identification.**
- c) **Disclosing information which is confidential, such as individual wage and benefit information, social security information or other protected information.**
- d) **Accepting or offering bribes, gifts or favors.**



**Article 9**  
**Personnel Files**

**Section 1. Official Personnel File**

A personnel file is maintained on every employee of the City. All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department.

Information in an employee's personnel file may include the following:

- a) Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers, results of pre-employment physical).
- b) Personnel action forms or notices of pay changes and accompanying documents.
- c) Performance evaluation forms and related materials.
- d) Letters of commendation or complaint connected with employment.
- e) Promotional opportunity application and related materials.
- f) Forms pertaining to fringe benefit programs and related programs.
- g) Documents submitted by the employee.
- h) Certificates or notices of accomplishment of the employee in the area of training or employee development.
- i) Documentation of disciplinary action.
- j) Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

**Section 2. Official Access**

The following persons shall have the right of access to an inspection of an employee's personnel file:

- a) The employee who is the subject of the file.
- b) An attorney or designee of the employee when the employee has provided written authorization to his or her file.
- c) Supervisory employees who are considering the employee for promotion, transfer,



reassignment, demotion, dismissal, or other personnel action.

- d) The City Attorney or other appropriate agent when needed in connection with any action brought by the employee against the City.
- e) Authorized representatives of the Human Resources Department.
- f) Other persons acting in compliance with federal, state, or local laws.

### Section 3. Access Limited

Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee, and those listed in (2) above. The only information provided over the telephone is verification of any employee's job title, dates of employment and salary. No other information will be given unless the employee provides a written release form.

### Section 4. Written Reprimands

Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

### Section 5. Employee Access

An employee, upon written request to the Human Resource Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, his or her personnel record. The review shall take place in the Human Resources Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in his or her personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining his or her position which shall then be made part of the personnel file, with a copy provided the supervisor.



## Article 10

### Grievance Procedure

#### Section 1. Statement of Purpose

A grievance is defined as a difference between the City and the Union with respect to the interpretation or application of this Agreement. The parties intend that this grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise between the parties.

#### Section 2. Representation

Employees may consult with a Union Steward prior to the filing of a grievance and must have a Union Steward present at each step of the grievance procedure.

#### Section 3. Grievance Process

All grievances, except those hereinafter specified, must be presented in the first step of the grievance procedure. Grievances involving the discharge, suspension or layoff of an employee must be presented in the second step of the grievance procedure. Grievances may be taken up in the following manner as allowed by this Agreement and the parties may, by mutual agreement, skip any step of the grievance procedure:

Step 1. The employee involved shall identify and orally discuss the grievance with the Department Head who shall reply to the grievance orally by the end of the fourth workday after the day of oral presentation to the Department Head.

Step 2. If the matter is not satisfactorily adjusted in Step 1, the grievance shall be reduced to writing on a standard grievance form, signed by the employee involved, dated and presented to the Deputy City Manager within ten (10) work days after the Step 1 answer. The written grievance shall contain a brief statement of the nature of the grievance, shall identify the section or sections of the Agreement allegedly violated and shall state the relief sought. Within ten (10) work days the Deputy City Manager shall prepare a written response, sign, date and return two copies of the grievance to the Union.

Step 3. If the matter is not satisfactorily adjusted in Step 2, within five (5) work days a conference shall be called between an official or officials of the Union and the representatives of the City for the purpose of attempting to adjust the grievance.



Step 4. If the matter is not adjusted in Step 3, the Union may, by written notice to the City no later than thirty days after the Step 3 answer, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter stated. The Union, within ten (10) calendar days of the date of its notice to the City of its desire to arbitrate the grievance shall notify the Federal Mediation and Conciliation Service and shall be required to furnish an odd-numbered list of nine qualified arbitrators, all of whom shall be members of the National Academy of Arbitrators. It is also agreed that the FMCS shall make their random panel selections from the States of Michigan, Ohio, Indiana and Illinois. The City and the Union may agree to the selection of an arbitrator from this panel or independently from the panel provided by FMCS. If the City and the Union cannot agree to an arbitrator, the arbitrator shall be chosen by the alternate striking of names by the City and the Union until only one name remains, with the City striking the first, third and fifth name and the Union striking the second, fourth and sixth name. Either party may request that a second panel be furnished if the first list is not acceptable. Following the selection of the arbitrator, the parties shall make arrangements for a hearing and decision on the grievance without unreasonable delay. The arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have any authority to add to, detract from or alter in any way the provisions of the Agreement. The award of the arbitrator shall be final and binding upon the City, the Union and all employees. The costs of the arbitration shall be shared equally. For the purposes of this provision, the term "costs" shall include the arbitrator's fees, court reporter fees, and the cost of the hearing room. Except by mutual agreement of the parties, not more than one grievance shall be submitted to or be under review by any one arbitrator at any one time, except as to those grievances that involve the same facts and the same legal issues.

#### Section 4. Time Limits

Unless grievances are presented within five (5) work days from the date the employee had knowledge or should have had knowledge of the cause for grievance, the right to file a



grievance shall be waived. Any grievance not appealed by the Union to the next succeeding step in writing within the time limits specified will be considered withdrawn and not eligible for further appeal. Any grievance not answered by the City may be forwarded by the Union to the next step of the grievance process. Time limits as provided herein may be extended by mutual agreement in writing.

Article 11  
Special Meetings

Special meetings for important matters will be arranged between the Union and the City at mutually convenient times and places when there are important matters to discuss.

Arrangements for such special meetings shall be made in advance and the Union shall provide a list of employees it wishes present at the meeting. An agenda of the matters to be taken up shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined to those included on the agenda, unless both parties agree to include other items.

Employees who attend the special meeting and who are scheduled for work at the same time will be released from work without loss of pay during the meeting period. No employee will be given additional compensation for time spent in special meetings which are outside their normal work day.



**Article 12**  
**City Positions**

City positions fall into one of five categories for position duration and work hours, as follows:

- a) **Regular full time:** A position where the duration is generally not less than four (4) months and where work is normally scheduled for forty (40) or more hours per week.
- b) **Regular part time:** A position where the duration is generally not less than six (6) months and where work is normally scheduled for twenty (20) hours or more but less than forty (40) hours per week.
- c) **Temporary full time:** A position where the duration is generally not more than four (4) months and where work is normally scheduled for forty (40) or more hours per week.
- d) **Temporary part time:** A position where the duration of the position is generally not more than six (6) months and where work is normally scheduled for twenty (20) hours or more but less than forty (40) hours per week.
- e) **Intermittent part time:** A position where work is normally scheduled for less than twenty (20) hours per week.

Only regular full time and regular part time positions as described in Article 5, Recognition, Section 1. Inclusions are covered by this Agreement. Time limits specified above may be extended by mutual agreement of the parties.

Article 13  
Probationary Period

Section 1. Purpose

A probationary work period is designed so that an individual has an opportunity to learn a new job and the City has an opportunity to evaluate and decide if that individual can properly perform the job.

Section 2. New Employees

All new employees of the City are subject to a probationary work period of no less than six (6) months uninterrupted by any service break. New employees shall receive a written evaluation at the three (3) month and six (6) month levels in order for the employee to know and correct any performance deficiencies. New hires on probation do not have access to the grievance procedure except as required by State or Federal law. Nothing contained herein is to be construed as a guarantee to any new hire probationary employee of a specific duration of employment.

Section 3. Promoted Employees

An employee promoted shall be on probation for six (6) months uninterrupted by any service break. Promoted employees shall be evaluated at the three (3) month and six (6) month levels in order for the employees to know and correct any performance deficiencies. Employees promoted who cannot successfully complete their probationary periods shall be reinstated to their former positions, provided that the City's circumstances have not changed so as to make it impossible or unreasonable to do so. In the event the employee can not be returned to his or her former position, the employee will be placed on layoff status.



## Article 14

### Seniority

#### Section 1. Definition

Seniority as defined and provided for within this Article shall apply to employees who have completed the probationary period. City seniority for employees governed by this Agreement shall be defined as the period of employment with the City of East Lansing since the employee's last date of hire.

#### Section 2. Seniority Status

Upon an employee's completion of the probationary period, the employee shall acquire seniority and shall be placed upon the seniority list with a date to coincide with the date of last hire. If two (2) or more employees have the same seniority date, seniority shall be determined by lot.

#### Section 3. Definitions of Seniority

Seniority shall be defined as the following:

- a) City seniority shall be the status obtained by an employee by the length of continuous full time service in the City since the employee's last date of hire.
- b) Classification seniority shall mean the status obtained by an employee for the length of continuous full time service in the classification to which the employee was last appointed. Classification seniority begins when an employee enters a classification.
- c) Regular part time employees shall be given credit for their part time service with the City in determining the above listed seniority levels. Such credit shall be equal to the average number of hours worked per week divided by forty (40) hours times the number of years worked.

#### Section 4. Loss of Seniority

An employee covered by this Agreement shall cease to have seniority and shall be removed from the seniority list, in the event:

- a) The employee is discharged for just cause and the discharge is not reversed; or

- b) The employee retires; or
- c) The employee resigns or quits; or
- d) The employee is laid off for a period of three (3) years or the length of the employee's seniority, whichever is shorter; or
- e) The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff before the beginning of the third work day following the absence.

An employee whose name is removed from the seniority list for any of the reasons above shall be deemed to have quit, with the exception that if the failure to report or an absence from work is on account of illness or injury or other serious reason beyond the employee's control. The employee may retain seniority if the employee has notified the City of such by certified mail, or by telegram, or by personal telephone call only to the City's Personnel and Benefits Administrator, before the expiration of any time requirements listed above.

The City may require substantiation in any way it deems appropriate of the reasons given by an employee under which the employee claims an exception from the above rules. If the reason is not substantiated upon such request to the satisfaction of the City and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination through the grievance procedure provided for herein.



## Article 15

### Layoff

Should a reduction in force become necessary due to a lack of work or funds or due to reorganization of City services, the City shall determine the positions to be affected. If layoffs occur, probationary full time employees within the same classification shall be laid off first before any regular full time employees and probationary part time employees within the same classification shall be laid off first before any regular part time employees. Given equal ability and qualifications to do the available work by employees within a given position, the employee with the most continuous service with the City in a regular full time and regular part time capacity will receive preference for retention at any time of layoff or recall from layoff. Continuous service for purposes of this article means actual time worked, including any paid leave time. When it is necessary to lay off employees, the City will endeavor to give the affected employees as much advance notice as reasonably possible.

When filling a vacancy, the employee with the most continuous service within the position who is on a layoff status shall be called back first. If there is no one available within the position to be called back from layoff, employees laid off from other positions will be given first consideration. If there are no employees who are on layoff who have the ability to do the available work, the City shall be free to hire new employees to perform such work.

An employee recalled from layoff shall be notified by certified, return receipt mail with the letter sent to the employee's last known address. The employee notified shall report to work within five (5) work days after the date of notification, or shall be deemed to have refused employment.

An employee on an indefinite layoff for three (3) consecutive years or for the length of City seniority, whichever is shorter, an employee who refuses an offer of employment for a position classified at the same level of pay or higher than the level from which the employee was laid off, or an employee who cannot be contacted to return to employment shall no longer be considered to be on layoff status.

An employee who is laid off may receive a payout for any accrued leave benefits and

retirement benefits as per the rules promulgated herein for termination of employment, or may freeze accrued leave benefits and retirement benefits in anticipation of a return from layoff status.

An employee on layoff status shall not be entitled to pay or benefits. Said employee will not lose accrued seniority due to the layoff, but will accrue additional classification seniority while on layoff status.



## Article 16

### Salary Classifications

While employed by the City, employees are designated as being in salary classifications corresponding to their particular positions. Classification levels carry minimum and maximum rates of pay with a provision for increases according to a uniform schedule. No employee shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification, except in circumstances as outlined in (f) below. The classification schedule shall be regulated as follows:

- a) All employees new to City employment shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager.
- b) When employees are promoted or their positions are reclassified upward, they shall receive the minimum rate for the new classification. If said minimums are less than their former rate, employees shall be paid at the next increment step above their former rate. If, by being promoted or by having their positions reclassified upward, employees would lose monetarily because of a missed merit increase under their old position levels, employees will be paid two (2) increment steps above their former rates.
- c) The date for additional merit increases for an employee new to City employment or an employee promoted shall be at the successful completion of the probationary period and, therefrom, at one year intervals until such time as the employee reaches the maximum rate of pay for the classification.
- d) If an employee is in a position which is reclassified upward and is at the minimum rate for the classification, the date for additional merit increases shall be six months from the effective date of the reclassification and, therefrom, at one year intervals until such time as the employee reaches the maximum rate of pay for the classification.
- e) If an employee is in a position which is reclassified upward and is at a rate of pay which is above the minimum for the classification, additional merit increases shall

be at one year intervals until such time as the employee reaches the maximum rate of pay for the classification.

- f) If an employee is in a position which is reclassified downward and said employee's salary is higher than the maximum rate of pay for the new classification, that employee's salary shall be frozen and the employee will not be eligible for future pay increases until the maximum of the salary range for the new classification is adjusted beyond the employee's current salary.
- g) Increases in salary shall be by successive steps of the salary schedule in accordance with the rules promulgated above. Wage and salary increases shall be made on the basis of performance and are dependent upon written recommendations by the department head. Pay increases may be granted by the City Manager more frequently than the schedule allows when recommended by the department head in writing and when an employee's exceptional qualifications or performance or when unusual employment conditions make such action desirable. The amount of the increases, however, will be as indicated in the step schedule.
- h) Supervisors shall review with employees their job performance through the use of an employee evaluation form at times specified for additional merit increases for the employees. A copy of the evaluation shall be provided the employee.
- i) An employee shall be evaluated annually once having reached the maximum of the salary range.



## Article 17

### Working Hours and Overtime Compensation

#### Section 1. Hours of Work

The normal workday for regular employees with the exception of Waste Water Treatment Plant employees shall be eight (8) hours, not including a one (1) hour unpaid lunch period, with the normal work week consisting of five (5) consecutive eight (8) hour days or forty (40) hours per week. Employees in the Mechanics and Laboratory Divisions of the Waste Water Treatment Plant have a one-half (1/2) hour unpaid lunch period. Operators at the Waste Water Treatment Plant have time allotted for their lunch break during the eight (8) hour shift. Certain employees, because of the unusual needs of departments, may be scheduled on a flexible schedule where the work schedule for a particular work day may be longer or shorter than eight (8) hours. A flexible schedule shall be authorized by the Department Head and will not normally change more often than every ninety (90) days.

This section is not a guarantee of any number of hours of work per day or per week.

#### Section 2. Absences

Employees are expected to maintain good attendance records. When absent from work, employees must notify their supervisor of the reason at or before the start of their normal workday. If the absence is to continue beyond the first day, employees must notify their supervisor on a daily basis unless otherwise arranged.

All absences must be charged to vacation, personal, sick or compensatory leave as appropriate, or will be charged as time without pay if proper notification is not provided. When no leave time is available, unpaid leave may be approved as per Article 22, Other Leave.

Absences due to inclement weather or transportation problems shall require the use of personal leave, vacation leave, or compensatory leave, or shall be treated as unpaid leave; however, if City offices are closed by the City Manager, no leave time shall be deducted from an employee's leave time.

#### Section 3. Rest Periods

Employees are permitted a rest period of up to but not longer than fifteen (15) minutes for

each four (4) hours of work. Rest periods are to be taken with the approval of the department head at a time and in a manner that shall not interfere with the efficiency of the department.

#### Section 4. Overtime Payment Policies

- a) Overtime. Overtime work is any authorized work performed by the employee which exceeds forty (40) hours in a workweek. Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all overtime hours.
- b) Flex Time. Employees may be placed on a flex schedule where they may work more than eight (8) hours in one work day and fewer than eight (8) hours in another work day in order that the employee not work more than forty (40) hours in the work week. Said policy is governed by Policy Directive 1991-01, Office Hours and Flexible Work Schedules, a copy of which is attached as Appendix B.

#### Section 5. On Call

- a) Waste Water Treatment Plant and Public Works employees who are assigned on call duty (including salt call) shall receive one hundred dollars (\$100.00) for each week so assigned.

#### Section 6. Callback

- a) Any employee covered by this Agreement who is called back to work for a situation of an emergency nature shall be compensated at the appropriate overtime rate with a minimum guarantee of two (2) hours work or pay.

#### Section 7. Shift Differential

Employees on the afternoon shift at the Waste Water Treatment Plant are entitled to a two percent (2.0%) wage differential, while employees on the evening shift at the Waste Water Treatment Plant are entitled to a four percent (4%) wage differential.



## Article 18

### Sick Leave

#### 18.1 Policy

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in cases of necessity and actual sickness or disability of an employee or as by this Agreement.

#### 18.2 Procedure

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor prior to or at the time set for the beginning of his daily schedule. In proper cases exceptions may be made. When absence is for more than one (1) week, the employee shall be required to file a physician's certificate unless the Employer has personal knowledge of the employee's sickness or disability. When absence occurs on the day before or the day after a holiday, the employee may be required to present proof of illness or disability in the form of a physician's letter or other means of acceptable proof of illness. A report form for sick leave, furnished by the City, must be filled out immediately upon the employee's return to work.

#### 18.3 Eligibility

Bargaining unit employees, with the exception of regular part time building custodians, are eligible to accumulate and receive sick leave benefits. The employees commence earning paid sick leave the first month on the job and it may be used after completion of the first month of service up to the amount accumulated at the time of illness. An employee injured on any other gainful employment outside of City employment shall not be eligible for sick or disability benefits.

#### 18.4 Computation of Benefits

All eligible regular full time employees shall be entitled to sick leave credit of eight (8) hours for each completed month of service except that no sick leave credit can be earned during a leave of absence without pay. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he would otherwise

have worked during his absence on such leave.

Regular part-time employees are entitled to a pro-rated share of sick leave as follows:

$$\frac{\text{average number of hours worked per week}}{40.0} = \text{percent of normal hours worked per week}$$

$$(\text{percent of normal hours worked per week}) \times (8 \text{ sick leave hours per month}) = \text{pro-rated share of sick leave}$$

The average number of hours per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

Benefits or usage for part time employees shall be prorated accordingly.

#### 18.5 Division of Sick Leave Benefits

Of the eight (8) hours of sick leave benefits credited to an employee each month, said eight (8) hours shall be divided into two groupings, regular sick leave benefits and extended sick leave benefits, as follows:

(a) Regular Sick Leave Benefits. Four (4) hours of the eight (8) sick leave hours credited to an employee for each completed month of service shall be considered regular sick leave.

Regular sick leave may be used for an absence due to illness or disability of the employee, in cases of illness of the employee's spouse and/or children, or for doctor or dentist visits.

(b) Extended Sick Leave Benefits. Four (4) hours of the eight (8) sick leave hours credited an employee for each completed month of service shall be considered extended sick leave.

Extended sick leave may only be used for an extended sick leave absence of eighty-one (81) work hours or longer and while the employee is receiving continuous medical care, at which time the employee's short term bank will be recredited from the employee's long term bank.

For each two (2) hours of extended sick leave credit accumulated by an employee, the City will match it with one (1) additional hour of sick leave credit.

#### 18.6 Proration

The City may either prorate an employee's regular and/or extended sick leave credits on twenty-six (26) payroll periods in a year or credit the employee on a monthly basis. It is



understood this is an agreed method for sick leave crediting as long as the employee's accumulation of sick leave credits is not less than agreed to by the City and the Union under the provisions of this contract. An employee may use only those regular and/or extended sick leave hours accrued:

#### 18.7 Maximum Accumulation

Any unused portion of the earned regular sick leave or earned extended sick leave is accumulative. This accumulation may be carried over from year to year (unlimited accumulation). Once each year during the first payroll period in July, an employee may transfer any earned regular sick leave credits over eight (80) hours into his extended sick leave credit account. Each July 1, an employee may also transfer up to sixteen (16) hours over per year from extended sick leave credit to regular credit account if the employee has three hundred twenty (320) or more hours in his/her extended sick leave credit account. This request shall be in writing to the Personnel and Benefits Administrator.

#### 18.8 Payment

Payment of one hundred (100%) percent of an employee's accumulated regular sick leave up to a maximum payment of fifteen (15) days (one hundred twenty [120] hours) and fifty (50%) percent of long-term sick leave to one hundred fifty (150) days (one thousand two hundred [1200] hours of which half is six hundred [600] hours) upon retirement or death not in the line of duty. Long-term sick leave is one hundred fifty (150) days (one thousand two hundred [1200] hours) at one hundred (100%) percent if death occurs in the line of duty.

For purposes of this provision the term "die in the line of duty" refers to death resulting from injuries inflicted upon or received by an employee in this bargaining unit while he or she is engaged in the service of the City, and performing public service work, during a regularly scheduled or overtime shift. This term shall not include, by way of example only, deaths resulting from injuries received while in route to or from a regularly scheduled or overtime shift.



Article 19  
Vacation Leave

**Section 1. Eligibility**

All regular full-time and regular part-time employees, with the exception of regular part time building custodians, are eligible to accumulate and receive vacation leave benefits. Vacation leave is computed from the first full workday of an employee. Vacation leave is based on length of continuous service with no vacation leave being earned during a leave of absence without pay. No new employee may take vacation leave until having completed six (6) months of continuous service.

**Section 2. Procedure**

The times at which an employee may take a vacation are determined by the department head with due regard for the wishes of the employee and the needs of the department. Advance notice, as specified by the department head, is necessary so that the department head shall have sufficient time to make the vacation schedule and to arrange the work schedule accordingly.

**Section 3. Computation of Benefits**

- a) The amount of vacation leave earned per year by each regular full-time employee is as follows:

<u>Length of Employment</u>	<u>Vacation Accrual Days/Year or Hours/Year</u>	
Date of Hire - 5 Yrs.	13	104
Over 5 through 10 Yrs.	14	112
Over 10 through 15 Yrs.	18	144
Over 15 Years	23	184



- b) Employees hired into regular full-time positions after July 1, 1987, shall earn vacation leave as follows:

<u>Length of Employment</u>	<u>Vacation Accrual</u>	
	<u>Days/Year</u>	<u>or Hours/Year</u>
Date of Hire - 5 Yrs.	10	.80
Over 5 through 10 Yrs.	12	.96
Over 10 through 15 Yrs.	15	1.20
Over 15 Yrs.	20	1.60
Over 20 Years	22	1.76

- c) Regular part time employees are entitled to a prorated share of vacation leave as follows:

$$\frac{\text{average number of hours worked per week}}{40.0} = \text{percent of normal hours worked per week}$$

$$(\text{percent of normal hours worked per week}) \times (8 \text{ sick leave hours per month}) = \text{pro-rated share of sick leave}$$

The average number of hours per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

#### Section 4. Vacation Use in Conjunction with a Holiday

If a legal holiday falls within an employee's vacation period, vacation leave will not be deducted for the holiday.

#### Section 5. Vacation Amount Charged

The amount of vacation leave charged to employees shall be equal to the number of regularly scheduled hours they would otherwise have worked.

**Section 6. Proration of Benefits.**

The City will either prorate an employee's vacation leave credit over twenty-six (26) payroll periods in a year or credit the employees on a monthly basis with a maximum of two (2) years equivalent vacation accrual. This method of crediting will not result in a reduction of the amount of vacation leave due an employee.

**Section 7. Payment at Termination.**

An employee who has completed six (6) months of work or more shall be paid for any unused vacation when leaving City employment.



Article 20

Holiday Leave

Section 1. Eligibility

All regular full-time and regular part-time employees are eligible to receive holiday leave benefits. To qualify for holiday benefits an employee must work on the City's regularly scheduled workday immediately preceding and immediately following the City's scheduled holiday unless the employee has otherwise been excused by the department head.

Regular part-time employees receive holiday leave on a prorated basis as follows:

$$\frac{\text{average number of hours worked per week}}{40.0} = \frac{\text{percent of normal hours worked per week}}{\text{hours worked per week}}$$

$$\frac{\text{(percent of normal hours worked per week)} \times (8 \text{ sick leave hours per month})}{\text{pro-rated share of sick leave}}$$

The average number of hours per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

Section 2. Designated Holidays

The following are designated as paid holidays:

- |                             |                        |
|-----------------------------|------------------------|
| New Year's Day              | Veterans' Day          |
| Martin Luther King, Jr. Day | Thanksgiving Day       |
| Presidents' Day             | Day after Thanksgiving |
| Memorial Day                | Christmas Eve Day      |
| Independence Day            | Christmas Day          |
| Labor Day                   |                        |

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the

holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered the holiday.

**Section 3. Compensation for Working on a Holiday**

- a) Employees who are required to work on a designated holiday shall receive pay at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours so worked on the holiday. They shall also receive compensatory leave time or pay on a straight hour-for-hour basis for all hours worked on the holiday, with the method of compensation being at the discretion of the department head.
- b) If an employee terminates employment with the City, no holiday benefit will be granted after the last day worked. An employee on an unpaid leave of absence shall not qualify for holiday pay.

**Section 4. Waste Water Treatment Plant Employees**

For Waste Water Treatment Plant employees assigned to a shift, observance of a holiday shall be on the actual date of the holiday. If an employee on a shift does not work on the holiday, he or she shall receive eight (8) hours compensatory leave time. If an employee on a shift does work on the holiday, the employee shall be compensated at time and one-half (1 1/2) his or her regular hourly rate for all hours so worked on the holiday, plus compensatory leave time on a straight hour for hour basis for all hours worked on the holiday.

An employee may accumulate up to sixty (60) hours of compensatory leave time and shall receive pay at overtime rates for all overtime hours while at the maximum compensatory leave time level. Employees shall be paid for any unused compensatory leave time at termination.



## Article 21

### Personal Leave

All regular full-time employees are provided four (4) non-accumulating personal leave days each fiscal year. The procedure for using this additional leave time is the same as outlined for Vacation Leave, Article 13, Section 2, except that personal leave is available from the first day of employment.

New employees shall receive a prorated share of personal leave based on the ratio of the number of months remaining in the fiscal year from the date of hire.

Personal leave days are non-accumulating and must be used during the fiscal year or they shall be lost.

An employee who has completed six (6) months of service or more and who terminates employment with the City shall receive payment for any unused personal leave remaining in the fiscal year.

## Article 22

### Other Leave

#### Section 1. Military Leave

- a) Regular full-time and regular part-time employees who enlist in the Armed Forces of the United States shall be entitled to leaves of absence without pay for their period of service; provided that their total years of service do not exceed four (4) years, or five (5) years if "at the request and for the convenience of the Federal Government;" and provided further that they apply for reemployment within ninety (90) days of their honorable or satisfactory release from active duty, or from hospitalization continuing after such release for not more than one (1) year. Their years of service will be included in the computation of their longevity benefits and terms of employment, if applicable, and if physically fit to perform the duties of the position they held upon entering military service, such employees shall be reinstated to their former status and positions, or comparable ones, provided that the City's circumstances have not changed so as to make it impossible or unreasonable to do so. This provision also applies to reservists who, voluntarily or involuntarily, are called up to active duty status (other than for purposes of determining physical fitness or for training).
- b) Any regular full-time or regular part-time employees who are members of Reserve units in the Armed Forces and who are ordered to an initial period of active duty for training of not less than twelve (12) weeks shall also be entitled to leaves of absence and reemployment as stated in paragraph (a), provided that their application for reemployment must occur within thirty-one (31) rather than ninety (90) days of their release from active duty, or from hospitalization continuing after such release for not more than one (1) year.
- c) Regular full-time employees who are members with active status of an Armed Forces Reserve Unit shall, at their request be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for



military reserve leave of absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay (exclusive of travel and subsistence pay) shall be allowed for a period of not more than two (2) weeks.

## Section 2. Funeral Leave

- a) Immediate Family. A maximum of five (5) days of funeral leave time with no loss of pay may be utilized for attendance at funerals of an employee's spouse or child (includes step child). Sick leave time may also be utilized if additional time is needed over and above the specified days allowed.
- b) Other Immediate Family. A maximum of three (3) days of funeral leave time with pay may be utilized for attendance at funerals of an employee's father (includes step-father), mother (include step-mother), sister, brother, father-in-law, mother-in-law, or grandparents of the employee or spouse of the employee. Sick leave time may also be utilized if additional time is needed over and above the specified days allowed.
- c) Non-Immediate Family. Sick leave may be utilized for attendance at non-immediate family funerals. Specific permission will be needed in each individual case.
- d) Non-Family Funerals. Attendance at non-family member funerals requires the use of vacation or personal leave.

## Section 3. Extended Sick Leave Absence

An employee who is ill or disabled and has exhausted all leave time credit shall apply in writing to the department head for an extended sick leave absence for up to thirty (30) days which may be renewable for good cause shown by the employee but not renewable for longer than three (3) months from the first date of illness and disability, unless otherwise approved by the department head and City Manager. An employee's illness or disability must be



authenticated in writing by the attending physician. An extended sick leave absence shall be granted without pay or benefits and without a loss in seniority.

#### Section 4. Maternity Leave

- a) An employee who is pregnant and who does not wish to resign may request a maternity leave of absence. The leave shall be without pay and benefits unless the employee desires to use accumulated leave time benefits. The leave shall be without a loss in seniority. Maternity leave must be applied for in writing to the department head.
- b) As is the case with all non-disabling illnesses, if it is necessary for the employee to restrict work-related activities, a doctor's certificate must be provided to the department head specifying the restrictions. It shall be the responsibility of the employee to safeguard the welfare of the unborn child.
- c) An employee's maternity leave shall end twelve (12) weeks from the date on which the leave began. The employee may return to work earlier if the attending physician certifies that the employee is physically able to do so without restriction. The employee must submit a release to the department head from the doctor before returning to work.
- d) A maternity leave may be extended for an additional twelve (12) weeks upon a written request to the department head by the employee and with the approval of the department head and City Manager. An extended maternity leave may be denied if no physical problems are evident and if the needs of the department are not being met. The denial shall be put into writing and shall specify the reasons for denial. Physical problems resulting from maternity complications shall be governed by the sick leave and extended sick leave provisions of the Collective Bargaining Agreement.
- e) Upon returning to work the employee has the right to displace anyone with less seniority in the same classification and in which the employee worked at the time the leave of absence was granted, or will be placed in a substantially equivalent



position.

f) An employee may use leave time credits in conjunction with the maternity leave, but leave time credits may not be used to extend the maternity leave beyond the time approved by the department head.

g) An employee who fails to return to work at the end of a maternity leave or any approved extension thereof, shall be discharged.

#### Section 5. Jury Duty and Witness Service

An employee asked to serve on a jury or as a witness shall be granted leave time without loss of pay, benefits or seniority. The City shall make up the difference between the jury duty or witness fee and the employee's regular wages. When serving on jury duty or as a subpoenaed witness the employee shall turn fees received from the court over to the City, at which time the City shall provide the employee with a regular paycheck. Employees may retain the fees if they are on leave from the City.

#### Section 6. Absence Without Permission

Any employee absent from work without the permission of the department head for three (3) consecutive work days shall be considered to have voluntarily terminated. Permission for the absence may be granted after the employee has been absent when the absence was due to unusual circumstances which make requests for leave impossible.

#### Section 7. Continuation of Hospitalization and Life Insurance Policies

If an employee finds it necessary to take an extended leave of absence from City employment, the employee may maintain health and life insurance coverage through the group plans for ninety (90) days with all premiums paid quarterly and in advance by the employee. If the employee's leave is for longer than ninety (90) days, the employee may convert the plans from group policies to private policies without having to take a physical examination. This must be done within the thirty-one day change-of-status period as specified by the City's insurance contracts or the employee shall no longer be covered by hospitalization and life insurance benefits.

**Section 8. Cessation of Retirement Service Credits**

Retirement service credits shall stop once an employee goes on an extended unpaid leave-of-absence. However, all the monies contributed by the City and the employee remain in the system and service credits begin again as soon as the employee returns to work.

**Section 9. Unpaid Leave of Absence**

An employee may not take an unpaid leave-of-absence, unless otherwise provided for herein, until such time as all leave benefits have been exhausted.

**Section 10. Trading of Leave Benefits**

No leave benefits may be transferred from one employee or group of employees to another, unless special exception is approved by the City Manager. This section is not subject to the Grievance and Arbitration provisions of the Agreement.



## Article 23

### Hospital, Medical and Drug Insurance

#### Section 1. Eligibility

All regular full-time employees of this bargaining unit are currently eligible to participate in the City of East Lansing Self-Insured Health Plan and drug insurance with one network provided through the Sparrow Physician's Health Network (SPHN). Effective with the enrollment period for July 1, 1997, there will be the addition of the Preferred Provider's of Michigan (PPOM) network and employees may select either network.

The SPHN network provides for 100% coverage in-network with a \$5.00 co-pay for in-network office visits. Out of network benefits provide for a \$250 single/\$500 family deductible for all benefits. After meeting the deductible, benefits are paid at 80%/20% of the first \$5,000 of reasonable and customary charges.

The PPOM network provides a 100% benefit with a \$5.00 co-pay for in-network office visits. Out of network benefits provide for a \$200 single/\$400 family deductible for base benefits. After meeting the deductible, base benefits are paid at 100% of reasonable and customary charges. Out of network benefits also provide for a \$200 single/\$400 family deductible for Major Medical benefits. After meeting the deductible, Major Medical benefits are paid on a 90%/10% basis of reasonable and customary charges.

It is understood that the descriptions for each network above are intended to highlight the health care coverage provided by each network. Complete information is described in the "Certificate of Coverage" in effect July 1, 1996, issued by each network and incorporated by reference herein.

Effective July 1, 1991, where both spouses are employed by the City, one may not declare the other a dependent on his or her health plan. Additionally, one or the other must insure the dependents on a health plan, but not on both plans. (Current employees who are spouses and employed as of July 1, 1991 are grand fathered).

Original coverage begins on the date of hire. If an employee decides for some reason not to take advantage of hospitalization benefits at the date of hire, the employee must wait



not to take advantage of hospitalization benefits at the date of hire, the employee must wait until the annual reopening to enroll.

Employees may add new members (dependents) to their coverage within thirty (30) days of the event or the employee must otherwise wait until the annual reopening to enroll a new member.

**Section 2. Section 125 Flexible Benefits and Premium Co-share.** Effective July 1, 1997, the following premium co-share program shall be implemented for full-time members of the bargaining unit who elect coverage under the PPOM network:

Single	\$11.81 per month
Double	\$27.86 per month
Family	\$29.60 per month

There shall be no premium co-share for employees who select the SPHN network or for retirees.

In the event of a Plan premium reduction, the employee contribution toward the premium will be reduced so that the percent of the City contribution and the employee co-share contribution to the total monthly premium shall remain the same.

The City will provide a Section 125 (IRS Code) flexible benefit program which allows the employee to use pre-tax income to pay medical premiums, excess medical costs not paid by the health insurance plan and dependent care expenses. The decision to use the flexible benefit program is at the discretion of the employee and subject to the rules of the IRS.

All members of the bargaining unit will receive a copy of the flexible benefit program and an official from the City will meet with the membership annually to explain the Section 125 flexible benefits.

**Section 3. Waiver of Group Hospitalization - Medical Coverage**

A full-time employee who is a member of this bargaining unit and has been employed by the City for one year or longer may voluntarily waive his or her right to participate in the health plan made available by the City. For those selecting a health insurance benefit waiver,



the City shall pay One Hundred Twenty-five (\$125) Dollars per month less deductions required by law. On July 1, 1997, this amount shall increase to ~~One Hundred~~ **Thirty-five** (\$135.00) Dollars per month less deductions required by law.

~~Except as otherwise provided for herein, in order to be eligible for the waiver payment, the employee must, at the time of the initial waiver and upon request and hereafter, produce satisfactory proof of medical and hospitalization insurance coverage from another employer's policy or program that is not funded in whole or in part by City funds.~~

With respect to a City employee who is also eligible for dependent insurance coverage, the City will pay such City employee the monthly amounts provided above less deductions required by law provided a waiver of coverage as a City employee is executed without prejudice to the employee's right to maintain his or her dependent coverage in connection with a City employee's coverage. Any current employees who are spouses may receive this consideration if one of the spouses voluntarily waives his or her right to participate in any of the plans offered by the City.

A waiver from the Plan requires execution of the proper Waiver Form available in the City's Personnel and Human Relations Department. The effective date of loss of coverage will be for the plan year during which the Waiver Form was executed.

Under this waiver provision, an employee agrees to drop health coverage for a period of one (1) year from the effective date coverage is waived and may thereafter re-enroll during the annual enrollment period. An employee may re-enroll earlier than one (1) year if he or she provides, in writing, evidence of loss of alternative medical coverage.

#### Section 4. Spousal Coverage

If an employee's spouse is employed full-time and has medical coverage available to him or her under a plan offered by his or her employer, the spouse must enroll in the medical plan for employee coverage in order for the spouse to be eligible for medical coverage through the City of East Lansing. Full coordination of benefits will apply at all times. This provision is waived in the event the spouse is required to make a medical premium contribution for the coverage.



**Section 5. Coordination of Benefits - Automobile Insurance**

An employee's automobile insurance coverage is primary for auto-related accidents. Charges incurred for medical costs with respect to any accidental bodily injury which arises out of the ownership, operation, maintenance or use of a personal motor vehicle will be covered under the City's medical plan as the secondary insurer. The City agrees to hold harmless any employee in the event of a dispute between the automobile insurance carrier and the City's insurance carrier as to which is primary, including payment of claim directly and subsequently resolving the dispute with the auto insurance carrier.

**Section 6. Hospitalization - Medical Coverage for Retirees**

For those individuals who are full time employees employed by the City prior to July 1, 1993 and who retire under the provisions of the 47(f) waiver, age 55 or over with 25 years of service, the City will pay the cost of the retiree's and spouse coverage. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his spouse, the City will continue to insure the spouse. Should the spouse remarry, the City will no longer provide coverage, but the spouse would have COBRA privileges. Retiree benefits are subject to whatever benefit changes occur with respect to the medical plan they are covered under. Any other dependent coverage of the retiree will be as prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provisions of Federal law.

Any full time employee hired on or after July 1, 1993 may continue on the City's health plan offered by the City and as allowed by the health carrier at retirement as specified above. However, the cost of the insurance will be at the expense of the retiree.

An employee taking a deferred retirement is not eligible for group Hospital, Medical and Surgical Insurance.



**Article 24**

**Dental Insurance**

All regular full-time employees of the City are eligible to participate in a group dental plan through a carrier selected by the City. A full description of the dental plan is available through the Human Resources Department.

## Article 25

### Life Insurance

#### Section 1. Enrollment and Amounts of Coverage

Regular full-time employees who have completed six (6) months of continuous employment with the City shall be provided a group life insurance policy with accidental death and dismemberment provisions at City expense. The amount of coverage is \$30,000 with provisions for double indemnity in the event of death.

#### Section 2. Dependent Coverage

Employees may purchase dependent coverage through payroll deduction. A plan description and enrollment information is available in the Department of Personnel and Human Relations.



Article 26

Disability Insurance

Section 1. Eligibility and Enrollment

All regular full time employees shall enroll in a disability program which provides for a sixty six and two-thirds (66.7%) percent benefit with a five thousand (\$5,000) dollar maximum monthly benefit. The City shall pay up to fifteen (\$15.00) dollars per month per employee for the benefit, with the employee paying the balance through payroll deduction. A description of the plan is available through the Department of Personnel and Human Relations.

## Article 27

### Workers Compensation

#### Section 1. Reporting

Employees are expected to comply with any City safety rules or regulations. Where appropriate, supervisors will inform employees of special safety guidelines. If any on-the-job injury occurs or if an unsafe condition exists, it must immediately be reported to the employee's supervisor for appropriate action.

#### Section 2. Full Pay for 30 Calendar Days

The City, in accordance with state law, provides worker's compensation if an employee is injured in the course of employment. An employee who receives compensation under the worker's compensation insurance as provided by the City shall, for a period of time herein prescribed, receive only that portion of his or her regular salary which, together with such compensation, equals his or her regular salary.

#### Section 3. Use of Leave Time.

After the first thirty (30) calendar days of compensation the amount of compensation provided by the City shall be deducted from the employee's accumulated leave. When the amount of the employee's accumulated leave has been depleted, the City will no longer pay the difference between worker's compensation and the employee's salary. An eligible employee will continue to accrue and receive benefits while receiving full compensation. When this period has elapsed, he or she shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.



#### **Section 4. Simultaneous Payments**

Simultaneous payments with worker's compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours any injury sustained by him or her, it may be deemed that such injury resulted from his or her own negligence.

#### **Section 5. Extensions**

Any employee may apply to the City Manager through his or her department head for an extension of the initial thirty (30) calendar day period during which the City is supplementing worker's compensation payments. The City Manager shall make a final and binding decision as to whether or not the above thirty (30) calendar day period shall be extended, and if so the appropriate duration of such extension. Approval for such extensions shall be within the sole discretion of the City Manager and these decisions are not subject to the Appeal Procedure.

#### **Section 6. Health Insurance**

Regular full-time employees who are receiving worker's compensation under the City's policy and who exhaust paid leave benefits shall continue to be covered by the City's group hospital, medical and drug plan with payments made by the City.

Article 28

Longevity

Section 1. Eligibility

All regular full and part time employees in this bargaining unit shall be entitled to longevity pay for prescribed length of service with the City as indicated below:

<u>Continuous service</u>	<u>Hourly Payment</u>
5 or more and less than 10 years	\$ .12 per hour
10 or more and less than 15 years	\$ .23 per hour
15 or more and less than 20 years	\$ .35 per hour
20 or more years of continuous service	\$ .46 per hour

Changes to the five year, ten year, fifteen year and twenty year longevity benefit for an employee are effective on the first payroll period following the employee's anniversary date.

Effective July 1, 1996, the above schedule shall be amended to read:

<u>Continuous service</u>	<u>Hourly Payment</u>
5 or more and less than 10 years	\$ .15 per hour
10 or more and less than 15 years	\$ .31 per hour
15 or more and less than 20 years	\$ .46 per hour
20 or more years of continuous service	\$ .62 per hour



## Article 29

### Retirement

#### Section 1. Eligibility

All employees covered by this agreement shall become members of the City's retirement system. The City belongs to the Michigan Municipal Employees' Retirement System. Full descriptions of the retirement system are available in the Department of Personnel and Human Relations.

#### Section 2. Coverage

Employees are covered by Social Security and qualify for membership in the retirement system under the C-2 plan with a B-1 base and the FAC-3 retirement benefit.

#### Section 3. Retirement Age

Employees may retire at age fifty-five (55) or older with twenty-five (25) or more years of service or at age sixty (60) or older with ten (10) or more years of service.

#### Section 4. Military and Government Blanket Resolution

Effective July 1, 1987, the City Council resolution dated September 20, 1977, which provided a blanket resolution for employee purchase of previous government or military time shall not be available to anyone hired after July 1, 1987. Current employees hired before July 1, 1987, must exercise their option to purchase previous government or military service by June 30, 1989. However, current employees hired before July 1, 1987, who are not yet vested in the retirement system may exercise their option to purchase previous military time no later than six (6) months from the date on which they vest in the retirement system.

**Article 30**

**Social Security**

All City employees, unless specifically excepted from Social Security by Federal law, are automatically covered by Social Security with required payroll deductions. Information on the Social Security System is available through the Personnel and Human Relations Department.



## Article 31

### Education Provisions

Section 1. Pre-arranged Training. The City will pay reasonable and customary charges for pre-arranged training, education and licenses required for an employee to continue in their current position if required by the State of Michigan or the City.

#### Section 2. Education Assistance Program.

The City will contribute up to Five Thousand (\$5,000) dollars annually in total to the bargaining unit on a first come - first served basis to employees in the bargaining unit for educational assistance.

I. Eligibility All full-time bargaining unit employees who have completed a minimum of one year of satisfactory service to the City of East Lansing are eligible to participate in this program. Approval for participation in the program must be secured from the Deputy City Manager, or their designee, and the employee's department head by submitting a proposed course of study for review.

Educational assistance may be provided for courses offered by approved institutions of learning such as accredited colleges, universities, and secretarial and trade schools.

Reimbursement each year will be limited to an amount equal to 1.0% of the employee's base salary for that calendar year.

To qualify, course work must meet the following criteria:

- A. Courses must be directly related to the delivery of the services provided by the City, or
- B. Courses, or the Course of Study, must be directly related to satisfying the requirements for the duties of a position that the employee and the head of that prospective department agree could reasonably be achieved given the additional education.
- C. Course work must not interfere with the employee's job responsibilities, performance or attendance and are to be taken on the employee's own time.

#### II. Reimbursement

The City of East Lansing will reimburse for the direct costs of tuition and registration

fees only on an individual class basis. Payments to the employee will be based on attaining a grade of C or better, or if the course on a pass/fail basis, passing the course. The amount of reimbursement will be 75% of direct costs listed above.

Employees eligible for reimbursement from any other source (e.g., a government sponsored program or scholarship) may seek assistance under this educational assistance program but are reimbursed only for the difference between the amount received from the other funding source and the actual course cost up to the maximum reimbursement allowable under this policy.

To be eligible for reimbursement, the employee must have received prior approval for reimbursement for the course, must be actively employed by the City of East Lansing full-time at course completion, and must receive a qualifying grade. The employee must submit an official transcript of the grade received for the course and a receipt or other proof of payment. Requests are to be submitted to the Department of Personnel and Human Relations.



Article 32

Miscellaneous

A. Notice of Resignation or Retirement

Section 1. Notice Any employee who desires to resign or retire must present a written notice to the Department Head. The notice must be submitted two (2) weeks, exclusive of earned vacation time or personal leave time, prior to the day it is to be effective. Any employee failing to give such proper notice may experience delays in payments for accrued leave benefits as provided for under this Agreement.

Section 2. Retirement Retirement benefits will begin as determined by the rules of the retirement system, but generally a notice of retirement must be submitted to the Finance Department at least thirty (30) days prior to the effective date of the retirement in order for retirement benefits to begin at the beginning of the next month.

B. Mileage. Mileage reimbursement for employees using their personal vehicles for approved City work shall be \$.255 per mile. Mileage reimbursement for Code Enforcement and Assessing employees shall be \$100 per month and \$.16 per mile.

C. Parking Parking will be provided during the term of the agreement at no cost to the employee in locations designated by the employer which is in reasonable locations.

D. 457 Accounts The City will continue to provide access to 457 accounts through PEBSCO and ICMA during the term of the agreement.

E. Uniforms. City uniforms will be provided and cleaned for employees of the Waste Water Treatment Plant. City uniforms will be provided to full time Building Custodians and Meter Technicians.

F. Safety Shoes for Employees at the Waste Water Treatment Plant, Engineering Division of the Department of Public Works and Public Works Meter Shop. Employees are required to wear a good quality leather work shoe or boot in good repair. The City will provide toe guards to those employees electing to use them versus safety shoes. To that end, the City agrees to reimburse an employee twenty dollars (\$20.00) for each pair of safety shoes purchased during a contract year by and for the employee with a maximum reimbursement of



forty dollars (\$40.00) per contract year outside of the program listed below. To qualify for the payout, the employee must provide a copy of a sales receipt to the Group Manager which shows the type and cost of the safety shoe purchased.

The City will engage a reputable supplier of safety shoes who carries various brands, styles and price ranges. The supplier will visit the Public Works facility at least twice a year to fit and sell safety shoes. Employees wishing to purchase shoes through this supplier will have fifty (50%) percent to a maximum of Seventy-five (\$75.00) Dollars of the cost of the shoes paid for by the City. The balance of the cost will be paid for by the employees through payroll deduction (a maximum of three [3] payroll increments with a Ten [\$10.00] Dollar minimum will be allowed). Participation in this program will be limited to twice yearly.

Employees who elect not to participate in either program listed above, and fail to show proof of use of safety shoes will be required to wear toe guards at all times.

Employees hired after the date of this Agreement will be required to report to work with safety shoes. Employees will be eligible for either subsidy program after the completion of their probationary period.

In the event the supplier does not provide Red Wing brand safety boots, employees may purchase safety boots through a Red Wing store outside of normal work hours for a two week period coinciding with the selected vendor's visit. The City's contribution will be made upon proof of purchase.

G. Acting Pay. Whenever an employee covered by this agreement is assigned to work in a higher level position for one month or longer and is required to assume the additional duties of that higher level position, the employee shall receive the pay of the higher level position. Payment shall be made retroactively to the beginning of the acting pay assignment. If the employee's current rate of pay is below the minimum of the higher level position, the employee shall receive the minimum rate for the higher level position. If the employee's pay is higher than the minimum for the higher position, the employee shall be paid at the next increment step above his or her current rate.

H. Pay Advance. If a regular pay day falls during an employee's authorized leave, the



employee may request an advance against his or her regular paycheck subject to the rules of the Finance Department. Requests for advances are to be received by the Finance Department two (2) weeks in advance of the date on which the check is to be issued.

**I. Safety Committee.** There shall be safety committees at City Hall, the Department of Public Works and the Waste Water Treatment Plant. Each Committee shall meet periodically as determined necessary to consider such issues as general safety conditions and practices, equipment safety and operational safety procedures. Each committee can review and make recommendations to the City as it deems appropriate. Each committee shall include two representatives of the Union and shall be coordinated with other safety activities which provides for appropriate input from all City employees.

**Article 33**  
**Save Harmless Clause**

**Should any provision or section or portion thereof, of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof. The Union shall indemnify and save the City harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City for the purpose of complying with this article, section or portion thereof.**



Article 34  
Provision of Agreements

**Section 1. Agreement** One copy of this agreement will be provided each member of the bargaining unit by the City as soon after ratification and approval as is practicable.

**Section 2. Supplemental Agreements** All supplemental agreements shall be subject to the approval of the City and the Union and one copy of such will be provided each bargaining unit member.

Article 35  
Productivity Incentive Program

Section 1. Effective Date

Commencing February 1, 1997, and continuing in the second year of the Agreement, the City will establish for employees of the bargaining unit a productivity incentive program fund in the amount of three-quarters (3/4%) percent to one and one-quarter (1 and 1/4%) of the total compensation of bargaining unit employees. Payments for meeting the productivity goals will be made for the first contract year on or about June 30, 1997 and for the second contract year on or about June 30, 1998.

Section 2. Committee

The City agrees to meet with a two-person Committee selected by the Union to develop the details of the productivity incentive program. In the event the City and Union Sub-Committee cannot develop an agreed-to program by February 1, 1997, the City will engage the services of Mr. O. William Rye or another mutually agreed-to consultant to assist the parties in developing a program.





## Appendix "A"

### Policy Statement on Sexual Harrassment

The Equal Employment Opportunity Commission has issued guidelines affirming its position that sex-related harassment in the workplace is sex discrimination and, as such, is prohibited by Title VII of the 1964 Civil Rights Act.

It has long been a policy of the City that normal, courteous, mutually respectful, pleasant and non-coercive interactions between people is acceptable and an encouraged type of behavior, and that employees have a right to work in an environment free from any type of discrimination, including freedom from sexual harassment.

The policy of the City of East Lansing on this subject is as follows:

The City of East Lansing, Michigan, prohibits sexual harassment of employees in any form. Such conduct may result in disciplinary action up to and including dismissal.

Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Other sexual harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel is also prohibited. This includes repeated offensive sexual flirtations, advances, propositions, continual or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, and the display in the workplace of sexually suggestive objects or pictures.

Employees subjected to acts of sexual harassment should provide the Department of Personnel and Human Relations with a written statement specifying the sexually harassing behavior. Complaints will be handled confidentially and impartially and shall be resolved promptly.





## Appendix "B"

### OFFICE HOURS AND FLEXIBLE WORK SCHEDULES

Department heads are expected to maintain their offices for full service operation between normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless they receive specific exemption from the City Manager in writing. In the event I should approve an exception to this policy, the only hour in which an office may be closed will be from 12:00 noon to 1:00 p.m.

In the interest of productivity it may be practical for a department to develop a flexible schedule for a position. In that event, the department head may develop and implement a flex schedule under the following conditions:

1. The office remains open from 8:00 a.m. to 5:00 p.m., Monday through Friday (unless there is specific exemption approved) for full public service.
2. The flexible schedule allows the employee to perform the job better than a normal 8:00 a.m. to 5:00 p.m. schedule.
3. The flexible schedule must be communicated to the employee at least thirty (30) days in advance of its implementation and must be approved by the City Manager.
4. The flex schedule will normally not change more often than once every ninety (90) days.
5. The flex schedule is intended to maintain a regular forty (40.0) hour work week which can provide better public service, can reduce overtime expenses and can be better tailored to the special needs of employees.



STATE HOUSE AMENDMENT TO THE WORK ACT

The first part of the bill is intended to amend the definition of "employee" in section 10 of the Work Act to include persons who are employed by a person who is a contractor or subcontractor of a person who is an employer under the Act.

The second part of the bill is intended to amend section 11 of the Work Act to provide that an employer who is a contractor or subcontractor of a person who is an employer under the Act is liable for the payment of wages to an employee of that person.

The third part of the bill is intended to amend section 12 of the Work Act to provide that an employer who is a contractor or subcontractor of a person who is an employer under the Act is liable for the payment of wages to an employee of that person.

The fourth part of the bill is intended to amend section 13 of the Work Act to provide that an employer who is a contractor or subcontractor of a person who is an employer under the Act is liable for the payment of wages to an employee of that person.

The fifth part of the bill is intended to amend section 14 of the Work Act to provide that an employer who is a contractor or subcontractor of a person who is an employer under the Act is liable for the payment of wages to an employee of that person.

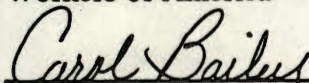
**EFFECTIVE DATE**

This Agreement shall become effective as of February 4, 1997.

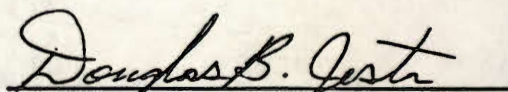
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be  
~~executed on the day and year first above written.~~

United Auto Workers Local 2256  
International Union  
United Automobile, Aerospace  
& Agricultural Implement  
Workers of America

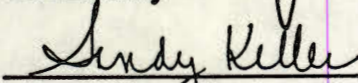
City of East Lansing, Michigan



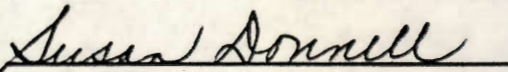
Carol Bailey



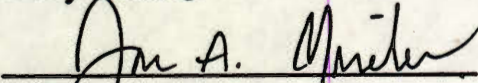
Douglas B. Jester, Mayor



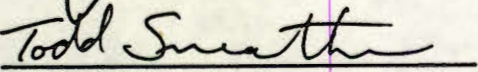
Sandy Keller



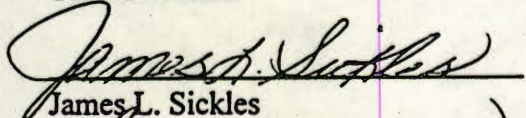
Susan Donnell, City Clerk



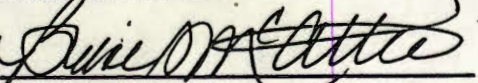
Joe Mireles



Todd Sneathen



James L. Sickles



Bruce McAttee



EXECUTIVE SUMMARY

The following table shows the results of the survey conducted in 1998. The data indicates that the majority of respondents are satisfied with the current state of affairs, although there are some concerns regarding the future.

Table 1: Survey Results

Table 2: Survey Results

*[Signature]*  
Director, Survey Team

*[Signature]*  
Chairman

*[Signature]*  
Senior Analyst, City Office

*[Signature]*  
Vice President

*[Signature]*  
Senior Analyst

*[Signature]*  
Senior Analyst

*[Signature]*  
Senior Analyst

*[Signature]*  
Senior Analyst

January 22, 1997

Mr. James L. Sickles  
Mr. Bruce McAttee  
International Representatives  
United Auto Workers, Region 1-C  
1010 River Street  
Lansing, Michigan 48912

*RE: Letter of Understanding - Contract Implementation*

Dear Mr. Sickles and Mr. McAttee:

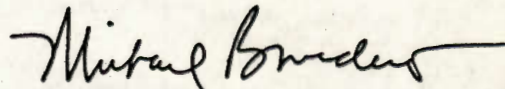
This will serve as a letter of understanding with the City and the Union that current active employees covered by this Agreement will receive a two point five (2.5%) percent lump sum payment effective as soon after ratification as practicable. For employees at the Waste Water Treatment Plant on shift, the value of their shift differential will be included in the computation of the 2.5% bonus. Step increases for employees will be made retroactive to anniversary dates when missed. Newly conferred holiday provisions for part time Building Custodians shall be effective January 1, 1997. Also, all employees who have made a contribution for health insurance premiums shall have their premium reimbursed for the period July 1, 1996 through June 30, 1997.

In addition, the following issues will be topics for negotiations in the second year of the collective bargaining agreement for the period July 1, 1996 through June 30, 1998:

1. Wages and classifications
2. Retirement and health at retirement

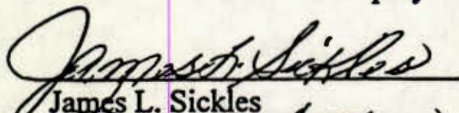
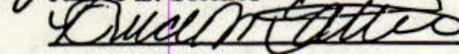
Negotiations on these matters will begin no later than July 1, 1997. Thank you for your attention to this matter.

Sincerely,



Michael Benedict  
Deputy City Manager

Approved:

  
James L. Sickles  
  
Bruce McAttee

Dated: 2-18-97

Dated: 2-18-97



Mr. James I. Blair  
Washington, D.C.  
The Honorable James I. Blair  
U.S. House of Representatives  
Room 2100 Rayburn Building  
Washington, D.C. 20515

Dear Mr. Blair:

Thank you for your letter of 11/15/83.

The first of our major concerns is the fact that the information provided to us by the FBI in your letter of 11/15/83 is incomplete and does not address the issues raised in our letter of 11/10/83. We are particularly concerned about the fact that you have not provided us with a copy of the report of the FBI's investigation into the activities of the [redacted] in the [redacted] area. We believe that this information is essential to our understanding of the situation and we request that you provide us with a copy of this report as soon as possible.

In addition, we are concerned about the fact that you have not provided us with a copy of the report of the FBI's investigation into the activities of the [redacted] in the [redacted] area. We believe that this information is essential to our understanding of the situation and we request that you provide us with a copy of this report as soon as possible.

Very truly yours,

[Redacted Name]

Enclosed for the [redacted] are two copies of the report of the FBI's investigation into the activities of the [redacted] in the [redacted] area. We believe that this information is essential to your understanding of the situation and we request that you provide us with a copy of this report as soon as possible.

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

January 22, 1997

Mr. James L. Sickles  
Mr. Bruce McAttee  
International Representatives  
United Auto Workers, Region 1-C  
1010 River Street  
Lansing, Michigan 48912

*RE: Letter of Understanding - Transfers and Promotions*

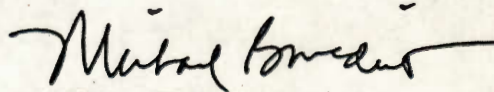
Dear Mr. Sickles and Mr. McAttee:

The City and the Union agree in principal that employees in the bargaining unit should have opportunities for upward mobility. To that end, the City agrees it will post for seven calendar days and notify the Union of any newly created or entry level positions or promotions within the bargaining unit prior to posting the positions on an open competitive basis.

Any employees applying for a new position or promotion shall have their skills and abilities evaluated to determine if they are qualified for the position prior to posting the position on the outside. Employees within departments will generally be given preference to employees outside the departments where the positions are being filled.

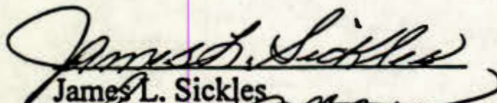
In order to avoid issues arising over a determination of qualifications, however, the City and Union agree that this provision is not grievable. It also will automatically expire at the termination of the Agreement on June 30, 1998.

Sincerely,



Michael Benedict  
Deputy City Manager

Approved:



James L. Sickles



Bruce McAttee

Dated: 2-18-97

Dated: 2-18-97



January 23, 1947

Mr. J. Edgar Hoover

Federal Bureau of Investigation

Washington, D. C.

Dear Mr. Hoover:

I am writing you in

reference to the

letter of the 12th of January, 1947.

I am sorry that I

The Commission on the Administration of the Government is still in the process of making its report. I am sure that the Commission will be able to make a very thorough study of the various agencies of the Government and will be able to make a very complete report on the same.

I am sure that the Commission will be able to make a very complete report on the same. I am sure that the Commission will be able to make a very complete report on the same.

I am sure that the Commission will be able to make a very complete report on the same. I am sure that the Commission will be able to make a very complete report on the same.

Sincerely,

*[Handwritten signature]*  
Walter Dill Scott

*[Large handwritten scribble]*

January 22, 1997

Mr. James L. Sickles  
Mr. Bruce McAttee  
International Representatives  
United Auto Workers, Region 1-C  
1010 River Street  
Lansing, Michigan 48912

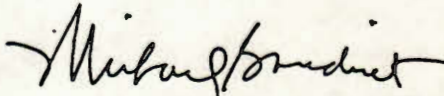
*RE: Letter of Understanding - Implementation of New Sick Leave Provisions*

Dear Mr. Sickles and Mr. McAttee:

This shall serve as a letter of understanding on the method for implementing the new sick leave program. Upon implementation of this program effective the first full pay period in March, 1997, bargaining unit employees shall have all their time credited as regular sick leave benefits. Any sick leave hours over eighty (80) may be converted by the employee to the extended sick leave benefits with the City matching one (1) hour for each two (2) hours the employee converts to extended sick leave.

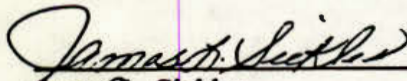
For purposes of this initial conversion, it shall occur on or about March 1, 1997. There will not be another opportunity to convert until July 1, 1998.

Sincerely,



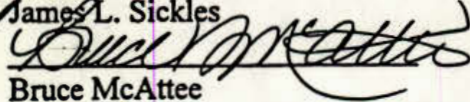
Michael Benedict  
Deputy City Manager

Approved:



James L. Sickles

Dated: 2-18-97



Bruce McAttee

Dated: 2-18-97



