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## P R E A M B L E

This contract is entered into between the City of Lansing, Michigan, a municipal corporation (hereinafter referred to as the "CITY") and the Teamsters & Chauffeurs, Local 580, Supervisory Bargaining Unit, (hereinafter referred to as the "UNION")

## ARTICLE 1

### DECLARATION OF POLICY

#### PURPOSE & INTENT

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

WHEREAS: the parties recognize the importance of treating each other with dignity and respect.

WHEREAS: the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing proper service to the community. To these ends the City and the Union encourage to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the City and the employees and of promoting and improving peaceful municipal and economic relations between the parties.

## ARTICLE 2

### MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, The Lansing Code and any modifications made thereto and any resolution passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance

of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes and where practicable to train existing employees on new equipment or machinery; and, to decide on materials, supplies, equipment and tools to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the work force and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; subject to the rights of the Union under PERA; (h) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (i) to establish work schedules; (j) to adopt, revise and enforce reasonable work rules and general requirements and to carry out cost and general improvement programs; (k) to transfer, promote and demote employees from one classification or department to another except that demotion shall not be utilized for the purpose of disciplining an employee; (l) to select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work subject to the provisions of Article 6.

### ARTICLE 3

#### RECOGNITION OF THE UNION

SECTION 1. Definition of the Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of Michigan, 1947, as amended, the City does hereby recognize the Union as the exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, for the duration of the Agreement, of all employees of the City included in the bargaining unit described below:

All supervisory employees of the City of Lansing.

Excluding all of the following:

All exempt and confidential positions; all elected officials; all members of the City Council staff; all members of the Mayor's staff; all internal auditors and their staff; all employees in the Legal Department; the Safety Administrator in the Personnel Department; all Department Directors, Deputy Department Directors, Assistant Department Directors, Department Heads and Division Heads; all employees covered by the executive pay plan; all Police employees of the Police Department who are currently represented by Capitol City Lodge #141, Fraternal Order of Police, in either the Supervisory, Non-Supervisory, or

911 Operators Units; all employees of the Fire Department who are currently represented by Local #421 of the International Association of Fire Fighters; all employees who work in the following departments or areas and are currently represented by the City Unit of the United Auto Workers, Local 2256: Central Garage, Parks and Recreation, Public Service and Traffic engineering; one secretarial or clerical employee in each of the following departments: Police, Public Services, Finance, Planning and Neighborhood Development and all other confidential employees and Guards.

SECTION 2. Condition of Employment. It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees, who are not members of the Union and who do not become and remain members of the Union, pay a service fee proportional to the Union's collective bargaining costs including costs of collective bargaining and contract administration, the amount of which fee the Union shall certify to the City. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

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

SECTION 3. Equal Representation. Membership in the Union is separate, apart, and distinct from the assumption by an employee of his/her equal obligations to the extent that he/she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees.

SECTION 4. Payroll Deduction of Dues. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 580 provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

A. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.



SECTION 5. Partial Invalidity. If any provision of the Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

SECTION 6. Hiring and Termination Notice. Within two (2) weeks after the City hires or terminates an employee covered under this Agreement, the City shall notify the Union in writing of the name of the employee, job classification, salary level, and starting date or termination date.

Upon request the City will provide the Union with the current address of all bargaining unit members.

SECTION 7. Letter of Introduction. As a way of introducing newly hired employees to the Teamster Union, the City will give each new employee a letter of introduction provided by the Union.

SECTION 8. Consistency in Hiring. No employee hired after the effective date of this contract, shall be hired in any manner inconsistent with this Agreement.

## ARTICLE 4

### UNION REPRESENTATION

SECTION 1. Stewards. All employees covered by this Agreement shall be represented by four (4) stewards and four (4) alternate stewards in the following areas of representation.

- A. One (1) steward and alternate steward for:  
Parks and Recreation Department  
(except City Hall)
- B. One (1) steward and alternate steward for:  
Public Service Department  
(except City Hall)
- C. One (1) steward and alternate steward for:  
City Hall and City Hall Annex and  
outside City Hall
- D. One (1) Steward and alternate steward for: Waste Water  
Division or Public Service,  
Operations and Maintenance Division

Should the need arise to change the areas of representation for stewards and/or alternate stewards, the Union shall notify the City's Labor Relations Office in writing of the names of the stewards and alternate stewards and the areas of representation.

In the absence of one of the above stewards, the Union may appoint an alternate steward by notifying the City's Labor Relations Office in writing. The Labor Relations Office will then notify the immediate supervisor of the alternate steward status. The Union shall keep the City's Labor Relations Office advised at all times in writing of the names of all stewards and alternate stewards.

An alternate steward acting in the capacity of a steward has the same authority as a steward.

Employees shall have an opportunity to meet with or request the services of their steward, or alternate steward in the event the regular steward is not available, as is necessary for the investigation and adjustment of grievances provided it does not interfere substantially with the employee's work responsibilities and the steward's or alternate steward's work responsibilities. Employees must obtain the approval of their on-site supervisor before leaving the work place.

SECTION 2. Negotiations. The City will authorize a total of four (4) stewards to attend negotiation sessions that occur during their regular work hours without loss of pay. The Union will furnish the Labor Relations Administrator with a written list of the four (4) stewards who will serve on the Union's bargaining committee prior to the first bargaining meeting. No substitutions will be permitted once negotiations commences, except in extreme situations which includes, but is not limited to, retirement, termination from employment, extended leave of absence and resignation from the steward position. Once replaced the substitution shall be permanent.

SECTION 3. Steward Seniority. Notwithstanding their position on the seniority list, the Union stewards and the alternate steward at Waste Water Division or Public Service Department as specified in Article 4, Section 1, shall, in the event of layoff, continue to work on condition that there is work available for them that they have the ability to perform in the area of representation that they represent when layoffs occur.

SECTION 4. Paid Union Time. All stewards and the alternate steward at Waste Water Division or Public Service Department shall be permitted reasonable time not to exceed two (2) hours per week to investigate, present and process grievances without loss of time or pay provided they receive written authorization in advance from their supervisor who shall grant such authorization as soon as practicable under the circumstances.

SECTION 5. Monthly Stewards' Meeting. All stewards and alternate stewards, at the Waste Water Division or Public Service Department, shall be relieved from duties without loss in time or pay for a monthly steward's meeting, not to exceed two (2) hours. Such time shall be included within the foregoing two (2) hours per week limitation. The

Union agrees that it shall attempt to schedule such monthly steward's meetings during the last two (2) hours of the work day.

## ARTICLE 5

### SENIORITY

SECTION 1. Definition. An employee's seniority shall be his/her continuous length of service in the Clerical, Technical, Professional or Supervisory bargaining units determined from the date the employee entered such bargaining units. Seniority shall not be cumulative for length of service in other bargaining units. Continuous service can be broken only by a termination notice. The amount of continuous service as heretofore provided shall be applied to an employee's probationary period hereinafter set forth but seniority shall not accumulate during any leave of absence or layoff. Seniority shall be applied only as specifically set forth in this Agreement. The City will record the seniority dates for the employees in each division of each department on seniority lists organized by department, however, except as otherwise provided, seniority shall be bargaining unit wide.

Every six (6) months after the initial posting, which shall be posted within thirty (30) calendar days after the effective date of this Agreement, the City will post on the bulletin boards and will furnish to the Union's Secretary-Treasurer these seniority lists revised up to one (1) week prior to the date of their posting.

In all cases where seniority is based upon the same hiring date creating a preference problem the determination will be made by drawing numbers.

SECTION 2. Probationary Employees. An employee in a salary level 26 and below covered hereby shall be considered a probationary employee for the first one hundred twenty (120) calendar days, except as provided in Appendix I for detention officers. Employees in a salary level 27 and above covered hereby shall be considered a probationary employee for the first six (6) calendar months.

There shall be no seniority among probationary employees.

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

The Union reserves the right to represent a probationary employee who, in its opinion, has been disciplined or discharged for Union activity, however, other than the foregoing, the Union shall not represent a probationary employee in matters of discharge or discipline.

SECTION 3. Seniority Status. The probationary period required above represents a

total cumulative service time, and may be adjusted upward so as to properly allow any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months the City may require that the entire probationary period be restarted at the time the employee returns to work. In addition to any adjustments which may be required, the probationary period required above may be extended up to three (3) additional months, depending upon the circumstances warranting the extension and with concurrence from the union. The probationary period may only be extended when the City determines that such an extension is necessary to properly evaluate an employee's performance and to determine whether or not the employee can completely and satisfactorily perform the job. Extensions shall not be granted due to the employer's failure to timely evaluate said probationary employee, and in such case said employee shall be considered to have passed his/her probationary period. If a regular, full time employee completes his/her probationary period within nine (9) months from his/her first day of work the employee shall have seniority as of that first day of work.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by drawing numbers.

SECTION 4. Loss of Seniority. An employee shall lose his/her seniority if the employee: resigns or quits; is discharged and the discharge is not reversed through the grievance procedure; retires by voluntary, (deferred), compulsory, duty or non-duty disability retirement, except as provided below; is not actively engaged in employment with the City for a period exceeding two (2) calendar years; or for any other reason terminates, except a layoff in which case the provisions of Article 6 of this contract shall apply. Furthermore, an employee shall lose his/her seniority and shall be considered to have resigned if the employee is absent from work for three (3) consecutive working days without notifying the City including the failure to return to work at the expiration of a vacation, disciplinary layoff or leave of absence.

In the event that exceptional circumstances exist, the City may waive this requirement.

For purposes of clarification the three (3) days shall commence upon the termination of the above mentioned leaves.

SECTION 5. Return from Disability. If it is determined by the Board of Trustees of the City's Retirement System that an employee, who is receiving a duty or non-duty disability allowance, is capable of resuming employment with the City and, in accordance with Section 26-32 of Chapter 26 of the Code of the City of Lansing, the employee's disability retirement allowance is terminated, such employee shall have his/her seniority restored.

Such an employee shall return to the position the employee held prior to the disability retirement provided that the employee is still capable and qualified to perform the

duties of the position. If the employee is no longer capable or qualified to perform the duties of his/her former position or if the former position no longer exists, the employee may exercise bumping rights in accordance with Article 6, Section 3.

In accordance with Section 26-33 of Chapter 26 of the Code of the City of Lansing, such an employee shall receive service credit for the period the employee was receiving a disability retirement allowance if within such period the employee was in receipt of worker's compensation, however such an employee shall not accumulate seniority for purposes of any other fringe benefit under this Agreement.

## ARTICLE 6

### APPLICATION OF SENIORITY

SECTION 1. Permanent Transfer. The employer will make every effort to fill vacant positions within one-hundred twenty (120) days after the end of the shift of the last day worked by the employee vacating the position and subsequent to the cash payment to the employee for all earned vacation leave, personal leave and compensatory time for which the employee is eligible. All open or vacated jobs as determined solely by the City will be posted on the bulletin boards for six (6) calendar days.

All qualified bargaining unit members who sign the job posting shall be given consideration in accordance with Personnel Procedure 27, except as limited below.

The posting will specify the class title, salary range, and qualifications required of the applicant. An employee who works in the same division and does not have the same class title; or who works in another division, regardless of class title; and who possesses the qualifications, knowledge, skills, ability, and experience required may indicate that he/she would like to be considered by signing the job posting within the prescribed time limits and/or filing a personnel skills inventory form with the Personnel Department. The personnel skills inventory form may be updated at any time by an employee.

The following conditions shall apply in awarding positions to qualified employees:

#### A. Positions in Salary Level 27 and Above.

The position will be awarded to the most qualified employee, taking into account his/her qualifications, knowledge, skills, ability, experience, and seniority. The employer will not by-pass Teamster #580 Supervisory or Clerical, Technical and Professional bargaining unit members who bid on positions except to hire a significantly more qualified applicant. If the most senior employee is by-passed, the employee shall be offered an opportunity through the Personnel Department to participate in an assessment of the employee's strengths and weaknesses with respect to the qualifications of the position for

which they were by-passed. The assessment shall be used to identify a program designed to further develop the required knowledge, skills and abilities required of the position for which they were by-passed.

Participation in this developmental program is voluntary. Education and/or training recommended and successfully completed shall be eligible for reimbursement under the education and training provisions of this contract.

If more than one bargaining unit member is equally qualified for the position, and a bargaining unit member is selected for the position, the position shall be given to the most senior qualified bargaining unit member.

#### B. Positions in Salary Level 26 and Below.

Bargaining unit members shall be selected in seniority order for posted job openings provided that the bidder has the minimum qualifications which shall be directly related to the position (i.e., knowledge, skills, ability, experience and education). The employer will not by-pass Teamster #580 Supervisory or Clerical, Technical and Professional bargaining unit members unless none of the bargaining unit members have the minimum qualifications. Notwithstanding the above, a bargaining unit member currently holding a position in salary level 26 or below who has not completed his/her initial probationary period shall not be eligible to accept a promotion or transfer to a vacant position in salary level 26 or below until such initial probationary period is completed.

#### C. 30-Day Trial Period.

An employee awarded such a position shall be placed initially in the new position on a thirty (30) day trial basis. During the trial period, the employee shall be paid at the rate applicable to the new position and shall be evaluated on a weekly basis. Evaluations shall include any deficiencies in job performance, and a copy of the evaluations shall be provided to the employee. Upon successful completion of the trial period, the transfer shall become permanent, and the effective date of the permanent placement shall revert back to the first date of the trial period for purposes of classification seniority and merit increases. Prior to the end of the trial period, the transferred employee may elect to return to the position from which he/she transferred. If the transferred employee does not successfully complete the trial period, the employee shall be returned to his/her prior position by the City.

SECTION 2. Temporary Transfer to Higher Classification. A temporary transfer is a transfer authorized by a Department Head or authorized designee, to a higher job classification, in which all of the duties and responsibilities of the higher job classification are performed for a period which exceeds thirty (30) calendar days. Beginning on the thirty first (31) day an employee shall be paid the base rate of the salary for the higher classification or at the step in the higher classification that is at least one pay step higher than the employee's pay step within his/her regular classification level effective to the first

day of transfer. When there is more than one (1) employee within the classification(s) and within the division from which the temporary transfer is to be made, the senior qualified employee will have the option of taking the position. If the senior qualified employee does not opt for the temporary transfer, the Department Head shall select an employee for the temporary transfer.

In the event the temporary transfer lasts six (6) months or longer, the employee will be eligible for a merit increase after serving six (6) months in the temporary assignment and annually thereafter until the employee reaches the maximum step of the classification in which he/she is assigned or the employee is returned to his/her regular full-time position.

Any merit increases for which the employee was eligible in his/her regular full-time position will be suspended until such time as the employee is returned to his/her regular full-time position. At the time the employee is returned to his/her regular full-time position, the employee will be placed at the step in the pay grade that he/she would have been at had the employee not taken the temporary transfer assignment.

In the event the employee is selected for the position in which the employee has been temporarily transferred and was solely assigned to the position during the time of the vacancy, the employee shall have his/her date of promotion adjusted back to the first day of the out of class assignment.

SECTION 3. Transfer Out of and Back Into the Bargaining Unit. If an employee voluntarily transfers to a position under the City not included in the bargaining unit and thereafter returns to a position covered by the supervisory or clerical, technical, professional unit within one (1) year, that employee shall retain bargaining unit seniority accrued prior to the transfer outside the bargaining unit. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

If to avoid layoff an employee transfers to a position under the City not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.

SECTION 4. Layoffs and Recalls. The word "layoff" means a reduction in the working force due to a decrease of work. If it becomes necessary to have a layoff, the following procedure will be mandatory. Within the positions affected by the decrease of work, probationary employees will be laid off first, and then seniority employees in inverse order of seniority according to the following:

A. General Provisions.

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



9. An employee shall have the opportunity to review the job specification, his/her personnel file and meet with the Personnel Department prior to bumping into a position in order to determine if the employee is qualified to perform the duties of the new position. If the employee bumps into a position and ultimately is found not capable of performing the duties, the City shall have the right to lay him/her off without bumping rights. If there is a dispute over an employee's qualifications to bump into a position, it shall be discussed by a joint committee comprised of an equal number of Union and City representatives. If the joint committee cannot agree within three (3) days, the matter may be subject to the grievance procedure as provided in Section 15, below.
10. Employees subject to layoff status shall have the right to bid on vacant positions according to Article 6, Section 1.
11. An employee scheduled for layoff who fails or is unable in accordance with this Agreement to exercise the option to bump into the position held by the least senior employee, as provided under Section B, Layoff and Bumping Procedures, for which he/she is qualified, or to accept a temporary transfer if one is offered, shall be laid off.
12. An employee who is bumped out of his/her position by a more senior employee will be considered as having been laid off and will be subject to the provisions set forth in this Agreement.
13. An employee may bump only once after receiving a layoff notice or after being displaced. However, an employee shall have the right to again exercise his/her bumping rights each time he/she is subsequently displaced as a result of another employee exercising his/her bumping rights in a subsequent layoff.
14. The City and the Union agree that there may be an exceptional case when the City may wish to retain or transfer an employee or recall a laid off employee regardless of seniority when and if the position is vital to the City and where the position involves state mandated licensing requirements which cannot be performed except by such a licensed individual. If the City intends to invoke this provision, the City shall notify the Union and the employee to be bumped fourteen (14) calendar days in advance of initiation or implementation of such action.
15. Any grievance regarding the layoff, reassignment,

bumping, transfer (temporarily or otherwise), any reducing personnel action, recall, and/or abolition of non-filling of a position shall be presented to the City of Lansing Labor Relations Administrator at Step 3 of the grievance procedure contained in Article 11 of the contract.

16. Prior to the layoff of any seniority employee, each temporary, contract and seasonal position shall be evaluated to determine whether the work can be offered on a temporary transfer basis to a seniority employee subject to layoff.
17. The City and the Union agree that in the event an employee is improperly laid off or not recalled in accordance with his/her seniority rights, said employee is entitled to retroactivity.

B. Layoff and Bumping Procedures.

1. Within five (5) working days of receipt of the notification of layoff, the employee scheduled for layoff shall notify the Personnel-Director of his/her decision to either accept layoff or bump in accordance with the procedures described herein.
2. An employee who becomes subject to layoff and/or bumping shall be entitled to exercise bumping rights in the order enumerated each time he/she becomes subject to layoff and/or bumping until such employee is placed in a vacant position, bumps into a position occupied by the least senior employee as provided below, exhausted his/her seniority, or accepts a temporary transfer as provided below.
  - (a) Vacancy: The employee shall exercise his/her seniority and accept placement into a vacant position in his/her current classification and level, for which he/she is qualified, according to Article 6, Section 4.
  - (b) Bumping:
    - (1) Should an employee be unable to be placed into a vacant position as provided in (a), he/she may meet with representatives of the Personnel Department to review the classifications and job specifications of positions to which the employee may exercise bumping rights. An employee must exercise bumping rights at the first available step, as enumerated below.

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

(c) Temporary Transfer:

- (1) Should an employee be unable to exercise bumping rights, prioritized above, the City shall offer a temporary transfer to a position where the incumbent is off work due to an injury or extended illness of thirty (30) days or more, and where the employee being laid off has the qualifications according to the General Provisions of this Section.
- (2) If an employee scheduled for layoff is unable to transfer to a vacant position as provided in (a), or bump into another position as provided in (b), and if a temporary transfer

is offered to a position at the same or equivalent classification or level, the employee shall accept the temporary transfer.

Similarly, if a temporary transfer is offered, but the position is at a lower classification or level than that previously held by the employee, acceptance of the transfer shall be at the option of the employee.

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

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

1. Notice of recall may be given by telegram, or by registered or certified mail. In case of notice given by telegram or mail, the employee's last address of record with the City shall be used.
2. An employee who fails to report for work when notified to do so by telegram or mail, by the starting time of his/her shift on the sixteenth (16th) calendar day after the date such notice is received, or by the starting time of his/her shift, on any later day on which he/she was instructed to report, shall likewise be deemed to have quit and shall lose seniority. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond his/her control,

he/she may retain his/her seniority if he/she has notified the City's Personnel Director of such reasons by telegram or by registered or receipted mail, received prior to the deadline for his/her reporting for work. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Personnel Director, the Personnel Director may determine that the employee's loss of seniority shall stand.

3. An employee who is laid off for a period equal to his/her seniority at time of layoff, or for a period of five (5) years, whichever is the shorter period, shall cease to have seniority and his/her name shall be removed from the seniority list.

## ARTICLE 7

### WAGE SUPPLEMENTS

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

An employee will be entitled to use a maximum of three (3) work days with pay, not to be deducted from the accumulated sick leave, to make arrangements and attend the funeral, or a service in lieu of the funeral for any other immediate family member. "Other immediate family" shall mean niece, nephew, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchild.

A period of time taken off for bereavement under this section which is less than or equal to one half a day, shall only be considered one half day. A period of time taken off in excess of one half day shall be considered a full day.

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

In the event of the death of a member of the immediate family, including spouse, child, step child, parent, parent of a current or

deceased spouse, and step parent, additional time may be taken off, with the approval of the department head. This time off may be charged to vacation, sick leave, personal leave time or compensatory time earned.

An employee shall be granted leave to attend a funeral or service in lieu of the funeral for an aunt or uncle provided the time off is charged against accumulated vacation, compensatory, sick and/or personal leave available to the employee.

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

One Full Day Prior to New Years Day  
New Years Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday After Thanksgiving  
One Full Day Prior to Christmas Day  
Christmas Day

Provided that the employee meets all of the following eligibility rules:

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

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

When two consecutive holidays fall on Sunday and Monday, the holidays shall be observed on Monday and Tuesday. When two consecutive holidays fall on Friday and Saturday, the holidays shall be observed on Thursday and Friday.

An employee who works any of the holidays designated above shall receive one and one half the hourly rate for all hours worked in addition to the holiday pay. At the employee's option the

employee may receive an additional eight (8) hour day off instead of the holiday pay.

Employees working in a twenty-four (24) hour continuous operation and who are not scheduled to work on the date the designated holidays are celebrated shall have the option to receive the holiday pay or receive eight (8) hours of saved holiday. The first saved holiday earned will be the first saved holiday used.

Employees working in operations run on a seven (7) day schedule shall observe the holidays on the actual rather than the recognized day that the holiday falls as listed in Appendix A attached to this agreement. Those employees who are eligible to and do "save holidays" must use the holiday time saved within one (1) year of the date accrued.

### SECTION 3. Hospital, Medical, Surgical Insurance.

A. Blue Cross/Blue Shield Community Blue. The following will be made available as the base plan for all active employees: Blue Cross/Blue Shield Community Blue PPO 1, Option 2, (\$0 co-pay for emergency room, no maximum for preventative services, 50% co-pay for mental health and substance abuse) plan of hospital, medical and surgical insurance. The City shall pay no more than the amount paid for the BC/BS Community Blue plan provided for in this Section for bargaining unit members each health care contract year. Such changes shall become effective the 20th of the month after special open enrollment following ratification of the 2000 Agreement by both parties.

EFFECTIVE FEBRUARY 20, 1998, the base plan shall include: pap smears, mammograms, prescription contraceptives and hospice care. Effective February 20, 1998, single-person or full-family ward coverage will be changed to single-person or full-family semi-private coverage.

Current BC/BS traditional and Plan D medical, hospital, and surgical insurance will no longer be available for active employees following ratification of the 2000 Agreement. In the event that the current provider network list (year 2000) is reduced in number by more than twenty percent (20%), BC/BS Traditional would then become the base plan for all active employees and retirees, until such time that an alternate network or plan is established.

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

B. Optional Coverage. As long as they are available, the City will provide as an option, one open panel or group practice

health maintenance organization and one closed panel or individual practice health maintenance organization. The City shall request that coverage and co-pays associated with optional health care plans become more cost effective in comparison with the base plan.

Any changes will become effective the 20th of the month after special open enrollment following the 2000 contract ratification.

1. As an open panel or group practice health maintenance organization, the City shall provide as an option, coverage through Blue Care Network. Such Blue Care Network (BCN5) coverage shall include an optical rider and a \$5.00 generic/\$10.00 brand Preferred RX prescription co-pay.
2. As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of Physicians Health Plan is available through the City's Personnel Department.

C. Enrollment. An employee shall become covered by insurance or a health maintenance organization effective on the 20th day of the month following the month of the employee's hire date, through his/her completion of the required forms (at time of hire, rehire, or during an annual enrollment period), and his/her acceptance by Blue Cross-Blue Shield Community Blue PPO, other Preferred Provider Organization, or a health maintenance organization as a participant. Such forms, and information as to the Plans, shall be available at the City's Personnel Office.

The City agrees to pay 100% of the premium for single, double, or full family coverage (up to the appropriate premium under the base plan) for each employee hired into the bargaining unit. Such coverage shall become effective on the 20th day of the month following the month of the employee's hire date. In the event the employee does not successfully complete his/her appropriate probationary period (as referenced in Article 5), or terminates employment with the City of Lansing for any reason whatsoever during his/her appropriate probationary period, said employee shall be required to reimburse the City for the first four (4) premium payments for hospital, medical and surgical insurance paid by the City on his/her behalf. Employees shall be required at the time of hire to fill out a payroll deduction authorization form.

D. Prescription Drug Plan

The City shall provide through Blue Cross/Blue Shield a Prescription Drug Plan with a preferred Rx \$5.00 generic/\$10 brand co-pay, MOPD (mail order prescription



drug service), PDCM  
(prescription drug  
contraceptive  
medicine).

Effective February 20, 2004 The City shall provide through Blue Cross/Blue Shield a prescription drug plan with a ten dollar (\$10) generic / twenty dollar (\$20) brand name preferred Rx co-pay and a MOPD2 (mail order prescription service - 2) and PDCM (prescription drug contraceptive medicine) to employees with Blue Cross/Blue Shield Community Blue PPO medical insurance.

Note, For Information Only - BC/BS Blue Care Network:

Effective February 20, 2004 The City will provide to employees with Blue Cross/Blue Shield Blue Care Network medical insurance a prescription drug plan with ten dollar (\$10) generic / twenty dollar (\$20) brand name preferred Rx co-pay and MOPD (mail order prescription drug service) [not MOPD2] and PDCM (prescription drug contraceptive medicine).

Note, For Information Only - Physicians Health Plan:

Also Effective February 20, 2004 The City will provide to employees with Physicians Health Plan (PHP) medical insurance a prescription drug plan with ten dollar (\$10) generic / twenty dollar (\$20) brand name preferred Rx co-pay, mail order prescription drug service and prescription drug contraceptive medicine. Current prescription mail order requires two (2) co-pays for a ninety (90) day supply.

E. Premium Computation. The employee shall be responsible for any cost differential between The base plan premium and their chosen plan premium through payroll deduction.

F. Substitute Carrier. The City reserves the right to substitute other carriers if it would be economically advantageous, providing the current level of benefits are maintained or improved.

G. Opt Out.

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

provided the employee provides written proof of coverage from another source. Employees shall not be eligible for the opt out provision until they have successfully completed their probationary period.

Re-enrollment in one of the City's medical insurance plans will only be permitted at the time of the City's open enrollment which is at least one (1) year from the initial date of the opt out with the following exception.

In the event the bargaining unit member loses his/her alternative coverage and provides written documentation of loss of such coverage, re-enrollment in one of the City's medical insurance plans will be permitted and the effective date of coverage will be as soon as allowable by the applicable insurance vendor.

3. Payment. Any employee who opts out of the City's health care plan will be eligible to receive \$1500 in any year which they receive coverage from another source. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation. In addition such payments shall be made at least twice a year, by separate check, following the period of time the employee had alternate coverage. Employees who do not choose to opt out shall incur no additional cost other than those costs provided in above sections which the employee may currently be paying.

Effective February 20, 2004: The health care opt-out payment referred to above in this subsection, shall be increased to eighteen hundred dollars (\$1,800).

4. Cancellation. In the event that IRS Code, Section 125 and/or opt out plans are no longer permissible under State or Federal statutes or IRS regulations, the City may cancel this option.

H. Retirement Health Care Coverage. Eligible retirees And eligible members of the City's Defined Contribution Money Purchase Plan (DCMPP) shall be covered by the same insurance as active bargaining unit members; however, Blue Cross/Blue Shield Traditional health care insurance will remain available as an option to eligible retirees and eligible members of the City's DCMPP. Any additional costs for Traditional coverage in excess of the base plan will be paid by the Retiree.

1. Defined Benefit Plan Employees hired on or after July 1, 1987 shall not become eligible retirees under this provision unless they work at least fifteen (15) years for the City, and are eligible to receive age and service

retirement benefits or they are eligible for duty disability retirement, under the terms of the General Employees' Retirement System ordinance.

2. Defined Benefit Plan Employees hired before July 1, 1987, shall become eligible retirees under this provision when they are eligible to receive age and service retirement benefits (deferred or immediate) or a disability retirement under the terms of the General Employees' Retirement System ordinance, consistent with the practice then in effect.
3. Retirement Health Insurance for Employees Hired Prior to October 29, 1990 who Previously Transferred Out of the Employees Retirement System to the Defined Contribution Money Purchase Plan.

These employees shall become eligible for retirement health care coverage with sixty-five (65) points that applies to Teamsters Local 580 bargaining unit members of the Employees Retirement System, as specified in Article 24.

4. Retirement Health Insurance for Defined Contribution Members Hired After October 29, 1990 (Which, Effective October 1, 2003 are members of the Employee Retirement System (ERS) with a one and six tenths percent (1.60%) factor).

Effective October 1, 2000, the City agrees to provide and pay one hundred percent (100%) of the premium (including dental insurance) for single, double, or full family coverage (up to the appropriate premium under the base plan) beginning at the date of termination of employment with the employer, or at age fifty-five (55), whichever is later, provided the employee has at least fifteen (15) years of applicable full-time service with the employer (including full time service prior to October 1, 2000). Employees who terminate employment with the employer prior to October 1, 2000 shall not be eligible for modifications to the retiree health care language that take effect October 1, 2000.

- (A) In the event a member dies prior to age fifty-five (55), and has fifteen (15) years of service, the member's spouse and eligible dependents will retain vested health care benefits. Eligibility for these health benefits will commence at such time that the deceased member would have obtained age fifty-five (55).

(B) Eligible employees, as defined above, must select post retirement health care prior to age seventy (70).

(C) Retirement Health Care Opt Out.

(1) If allowed by IRS regulations, and only if retirement health care opt out does not become taxable income to those who elect to participate in the health care plan provided, eligible members (minimum 15 years of service and age 55) of the Defined Contribution Money Purchase Plan shall be allowed to opt out of the retirement health care plan annually during the first open enrollment period following the date they reach the eligibility age of fifty-five (55), continuing through age sixty (60). During the first open enrollment period after reaching age sixty (60), the eligible member must irrevocably select one of the following (any of which, once selected, will be in effect to age seventy (70), with one exception noted in the paragraph below):

(a) Elect to receive the opt out dollar amount listed above. The total City commitment for retirement health care opt out would end at age seventy (70), subject to Article 7, Section 3 (B) above.

OR

(b) Elect to participate in the health care plan provided, in which the total City commitment for retirement health care opt out would end.

OR

(c) Elect not to participate in either (a) or (b), in which case the City commitment for retirement health care opt out would end.

Subject to the above conditions, re-enrollment in one of the City's retirement health care plans will only be permitted at the time of the City's open enrollment which is at least one year from the initial date of the opt out, with the following exception:—In the event

the member loses his/her alternative coverage prior to age seventy (70) and provides written documentation of loss of such coverage, re-enrollment in one of the City's medical insurance plans will be permitted and the effective date of coverage will be as soon as allowable under the applicable insurance vendor. After such re-enrollment, retiree health care opt-out will no longer be permitted to that member.

- (2) It is the employee/retiree's responsibility to contact the City regarding their opt out, and to provide the City with their current mailing address.
  - (3)** Payment. Eligible members of the Defined Contribution Money Purchase Plan who opt out of the retirement health care plan shall be eligible to receive the amount provided for active employees referenced in Article 7, Section 3 G. Such payment shall be made in equal installments at least a year following the period of time the member had opted out.
- (D) The City will establish a trust by ordinance under Act 149 for the purpose of pre-funding retirement health care benefits for eligible employees who terminate employment under the Defined Contribution Money Purchase Plan.
- (1) Effective October 1, 2000, the City shall be responsible for prefunding of the retirement health care for all eligible employees of the Defined Contribution Money Purchase Plan.
  - (2) The City shall deposit annually into the trust assets to pre-fund retirement health care. A minimum of four percent (4%) of total bargaining unit payroll will initially be used to base Employer contributions.
  - (2) The City will obtain an actuarial evaluation not less than every three (3) years to assess the funded status of the trust. Any unfunded liabilities will be amortized over a prudent period of time.
  - (4) The trust shall have employee representation subject to election. The current Defined Contribution Governing Board, which includes

employee representation, shall act as trustees for this trust.

For Information Only: The above changes regarding health care made to the 2003-2007 collective bargaining agreement shall not be effective for current retirees (those retired at the time of ratification of this agreement - August 12, 2003) until February 20, 2006.

5. Complimentary Health Care Coverage. The City will provide 100% paid complimentary health care coverage as the base plan for people qualifying under Article 7, Section 3, Subsection H, paragraphs 1, 2, or 3 above at the time the individual or spouse reaches the medicare eligibility age. At the time an eligible retiree, eligible member of the City's Defined Contribution Money Purchase Plan, or current spouse reaches the Medicare eligibility date, such individual's coverage shall be converted to complimentary coverage. Benefits and coverages under complimentary health care coverage shall not be reduced from that provided in the base plan in effect.

Section 4. Vision Insurance. As soon as reasonably possible after July 1, 2004, the City shall offer to employees of the bargaining unit, Blue Cross/Blue Shield VSP 12/12/12 program, subject to approval by Blue Cross/Blue Shield. Employees choosing to purchase this benefit shall purchase it through payroll deduction and may at the next open-enrollment elect to purchase this benefit through the IRS 125 Cafeteria Plan if allowed by law, subject to the plan maximum. Where possible the City would coordinate any other vision plan currently associated with other hospital, medical, surgical insurance offered by the City.

SECTION 5. Dental Insurance Coverage.

A. Active Employees. The City shall continue to pay the full premium costs of Delta Dental Plan C coverage for each employee and his/her family. Plan C provides fifty percent (50%) of treatment costs of Class I and Class II benefits with an \$800 maximum per person per contract year. Coverage under this plan is afforded to each employee who is a member of this bargaining unit and his/her dependents. When an employee and spouse are both employed by the City and eligible for coverage, dental benefits shall be coordinated in accordance with the policy of the insurance carrier. Additionally, employees and their dependents will receive orthodontic coverage which provides fifty percent (50%) of treatment costs, with a \$1,000.00 lifetime maximum per person.

The City may provide as an option, dental coverage through another provider. Information regarding the additional coverage

option shall be available through the City's Personnel Department. The City may discontinue the optional coverage if less than ten percent (10%) of eligible employees participate in the program or if the premium cost exceeds that of the existing Delta Dental plan.

Employees shall be responsible for any premium costs above the Delta Dental base plan.

B. Retiree Dental Insurance Coverage. Eligible retirees shall be covered by the same insurance as active bargaining unit members.

1. Defined Benefit Plan Employees hired on or after July 1, 1987 shall not become eligible retirees under this provision unless they work at least fifteen (15) years for the City and are eligible to receive age and service retirement benefits, or they are eligible for duty disability retirement benefits, under the terms of the General Employee's Retirement System ordinance.
  2. Defined Benefit Plan Employees hired before July 1, 1987 shall become eligible retirees under this provision when they are eligible to receive age and service retirement benefits (deferred or immediate) or a disability retirement under the terms of the General Employees' Retirement System ordinance, consistent with the practice then in effect.
  3. Employees Hired Prior to October 29, 1990 who Previously Transferred Out of the Employees Retirement System to the Defined Contribution Money Purchase Plan. These employees shall become eligible for retiree dental coverage with sixty-five (65) points that applies to Teamsters Local 580 bargaining unit members of the Employees Retirement System, as specified in Article 24.
1. Defined Contribution Members Hired After October 29, 1990 (Which, Effective October 1, 2003 are members of the Employee Retirement System (ERS) with a one and six tenths percent (1.60%) factor). Effective October 1, 2000, the City agrees to provide retiree dental coverage to members of the Defined Contribution Money Purchase Plan, provided they meet age and service requirements for retirement health insurance eligibility stated in Section 3,H.4 of this Article.

SECTION 6. Medical and Dependent Care Reimbursement Account. The City agrees to implement an IRS approved plan following ratification of the 2000 Agreement, which allows employees to pay for medical insurance premiums, unreimbursed medical expenses, and dependent care costs with pretax dollars. Any costs charged by the

third party administrator shall be borne by the employee.

SECTION 7. Jury Duty or Witness Pay Supplement. During the period when an employee is performing required jury duty service or is required to serve as a witness in a criminal action as a result of being served with a subpoena, the City will pay the employees, the difference, if any, between any fees for jury service or witness service and the pay he/she would have received had the employee worked his/her scheduled hours during his/her period of jury duty or witness service, provided that the employee gives the Department Head prompt notice of the call for jury service or witness service and, thereafter, provides evidence of his/her performance of jury service or witness service and of the payment he/she received for it.

For witness service which is directly related to the employee's assigned job duties, the employee shall receive his/her appropriate rate, however, any witness fees received shall be returned to the employee's Department Head.

SECTION 8. Life Insurance. The City agrees to pay the premium on a base \$50,000 of group life and \$50,000 Accidental Death and Dismemberment Insurance for regular full time employees.

Such employees shall have the option of obtaining at their cost dependent life insurance according to the following schedule:

<u>Classification</u>	<u>Amount of Insurance</u>
Spouse	\$25,000
Unmarried child, age 14 days to 6 months	\$ 500
6 months to 23 years	\$ 2,000

Further, employees who retire and receive a pension, other than a deferred vested pension, may continue \$3,000 of group coverage on a contributory basis. Employees that defer age and service retirement benefits may resume contributing to and receive group coverage of \$3,000.

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

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



SECTION 9. Sick Leave. During the period of an employee's absence from work due to his/her illness or injury, including pregnancy, or an illness or injury in his/her immediate family, an employee will be paid from his/her sick leave credit, hereinafter provided for, in accordance with the following conditions.

A. Notification Requirements. An employee who falls ill or is injured and who expects to be off work so as to use sick leave credit, with pay, must notify a supervisor in his/her department or designated location as promptly as is practicable under the circumstances but, in any event, not later than his/her starting time. In exceptional circumstances the City may waive this requirement. Employees who are assigned to continuous operations (24 hours per day) must notify the supervisor on duty not less than one (1) hour prior to the time he/she is scheduled to report for work. In exceptional circumstances the City may waive this requirement.

Sick leave shall be used in initial minimum increments of one-quarter (1/4) hour and in one quarter (1/4) hour increments thereafter. After the initial increment any portion of one quarter (1/4) hour less than eight (8) minutes will not be charged and any portion of one quarter (1/4) hour of eight (8) minutes or more will be charged as one quarter (1/4) hour.

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

C. Physician's Certification. The City may require a physician's certificate to confirm the reason for an absence from work for which an employee makes an illness or injury claim against his/her sick leave credit, if the absence occurs the day before or after a holiday, the day before or after a vacation period, or the day before or after his/her scheduled day(s) off, or if the employee has been absent five (5) or more times during the past six (6) months. If the City requires a physician's certificate at any time, the City shall pay the expense.

SECTION 10. Sick Leave Donation. Whenever an employee shall have exhausted all of his/her sick leave, vacation leave and compensatory time, the Union may make a written request to have its members donate sick time or vacation time to a Clerical, Technical, Professional or Supervisory bargaining unit employee. All such requests shall be approved subject to the following conditions:

A. Total received donations shall be limited to sixty (60) work days restricted to employees who have a non-occupational illness or injury.

B. If the determination is of permanent disability, the other provisions of this agreement and the City's ordinance and Charter shall take effect.

SECTION 11. Sick Leave Credit. An employee shall be credited with 3.70 hours of sick leave with pay, upon completion of each bi-weekly pay period of service to a maximum accumulation of one-thousand four-hundred fifty-six (1,456) hours, which the employee may use as set forth in section 1 and 9 of this article. Sick leave earned beyond the maximum cap of 1,456 hours shall be forfeited. No sick leave credit shall be accrued by an employee during an unpaid leave of absence.

An employee or his/her beneficiary will be paid for one-half (1/2) of his/her unused accrued sick leave credit at the date of his/her retirement or death, not exceeding six-hundred eighty (680) hours and subject to the procedure as enumerated in the official proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of his/her unused sick leave accrual when he/she leaves. Except that an employee who is a member of the Money Purchase Pension Plan (Defined Contribution Plan) and who has vested in the plan shall be eligible to receive payment of the specified sick leave accrual upon leaving employment with the City.

SECTION 12. Sick Leave Reimbursement. The City agrees to pay employees who use eight (8) or less hours of sick leave during the twelve (12) month period between October 1 and September 30 of any year one-hundred fifty dollars (\$150.00); payable not later than December 15 of each year. This proposal is subject to the following conditions:

A. Should a pattern of absenteeism become evident disciplinary action may be taken as provided below. Upon evidence of an absence pattern, management may review the employee's absenteeism record for the previous twelve month period. Such review shall be used to determine whether disciplinary action is appropriate. "Patterns" may include, but shall not be limited to, frequent use of sick leave, over utilization of sick leave credit banks, and sick leave taken adjacent to holidays, weekends, and other scheduled days off work. Progressive disciplinary concepts shall be applied.

B. This provision shall be initially effective October, 1985 through September 30, 1986 with the first payment to be made in December 1986.

C. This payment shall not be included in the Final Average Compensation for calculating retirement benefits.

D. Sick leave that is donated shall not be considered as sick time used.

SECTION 13. Vacation Leave.

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

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

Authorized vacation shall not exceed the maximum cap. Vacation earned in excess of the maximum cap shall be forfeited bi-weekly.

No vacation leave shall be earned by an employee during an unpaid leave of absence.

B. Scheduling. Vacations will be scheduled at a time mutually agreeable to the employee and his/her department head at such time(s) as will least interfere with the efficient operation of the department and with due regard for the expressed preference of the employee. All vacation requests will be responded to in a timely fashion.

Vacation leave is expressed in work hours so that an employee who desires to may take vacation leave in minimum increments of one quarter (1/4) hour. Vacation leave shall be used in initial minimum increments of one quarter (1/4) hour and in one quarter (1/4) hour increments thereafter. After the initial increments any portion of one quarter (1/4) hour less than eight (8) minutes will not be charged and any portion of one quarter (1/4) hour of eight (8) minutes or more will be charged as one quarter (1/4) hour.

For vacations to be taken during the period of October 1 through March 31 of a year, employees shall make vacation

selections during the period of August 1 to August 31 each year. For vacations to be taken during the period of April 1 through September 30 of a year, employees shall make vacation selections during the period of February 1 to February 28 each year. (Selection periods may be earlier in the Police Department.) Notice to the employee of the approval or denial of his/her vacation request will be provided no later than two (2) work weeks from the end of the selection period. For vacations to be taken during a period which overlaps either of the above two periods, employees shall make vacation selections during the above selection period which corresponds to when the vacation will begin. If two (2) or more employees request the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the City's performance of its services, choice of vacation period shall be granted in seniority order of the employees involved. For vacation selections made after the period of August 1 to August 31 and February 1 to February 28, where two (2) employees request the same vacation period, the vacation request shall be granted to the employee who first made the request.

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

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

**SECTION 14. Workers' Compensation.** Pursuant to Michigan Law, the City provides, at its sole expense, Workers' Compensation coverage for each employee covered by this Agreement. Employees who are receiving workers' compensation benefits as a result of an injury or illness arising out of their employment with the City of Lansing shall in addition to any workers' compensation payments continue to accrue sick leave, vacation benefits and be covered by hospitalization and life insurance for a period not to exceed one hundred and four (104) weeks.

**SECTION 15. Longevity Bonus.** All regular full time employees covered hereby shall be entitled to receive a longevity bonus for length of service with the City according to the following rules and schedule of payment:

A. Longevity bonus, shall be computed as a percentage of employees regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which a longevity bonus is due. Base salary or wage shall not include overtime pay, premium pay or uniform allowance. Longevity bonus shall be based on full time, continuous service.

B. Following completion of five (5) years of continuous full time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

C. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full time service equal to the service required for original eligibility plus a minimum of one additional year of such service for each payment, excepting that employees who retire between October 1st dates shall be eligible for a pro-rated payment as outlined under Subsection F below.

D. Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

E. It shall be the duty of all Department Heads on November 15, of each year, to furnish the City Controller with a list of employees who are eligible to receive a longevity payment on December 1 of each year. Department Heads shall indicate, in the manner prescribed by the Controller, the amount of longevity bonus due each such employee and the Controller shall then authorize payment as of December 1 of each year.

F. Longevity Bonus Schedule:

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

Effective October 1, 2003 (the 1<sup>st</sup> check payable December 1, 2004) the Longevity Bonus Schedule shall be as follows:

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

G. Employees who are eligible for longevity bonus payments and who retire on a

service or disability retirement basis shall be paid a pro-rated longevity bonus. Such pro-rated payment shall be based on the number of calendar months of full time service credited to an employee from the preceding October to the date of retirement. An employee whose service with the City terminates for any reason, including retirement, between October 1 and December 1 of any year, shall be paid longevity bonus immediately upon termination or retirement.

No longevity payment as above scheduled shall be made for that portion of an employee's regular salary or wage which is in excess of \$20,000. Retroactive payment under this paragraph is limited to employees on the payroll as of the date this Agreement is approved by the City Council and to employees who have retired after June 30, 1990.

SECTION 16. Personal Leave Days. An employee shall be entitled to time off with pay for sixteen (16) hours of personal leave per calendar year provided that such employee shall submit a written request to the Department Head or his/her designee not less than 24 hours prior to the requested leave. In order to conform to the calendar year provision of this benefit, actual usage of the sixteen (16) hours of personal leave shall commence at the beginning of the calendar year. Such personal leave time shall be subject to operational need as determined by the department head or his/her designee. Personal leave time shall be used in initial minimum increments of one quarter (1/4) hour and in one quarter (1/4) hour increments thereafter. After the initial increment any portion of one quarter (1/4) hour less than eight (8) minutes will not be charged and any portion of one quarter (1/4) hour of eight (8) minutes or more will be charged as one quarter (1/4) hour.

SECTION 17. Absence from Employment. If an employee has been terminated or resigned, or is absent from active employment for a period exceeding ninety (90) days and such absence is not due to vacation or paid sick leave, then the City may terminate hospital/medical insurance coverage under Section 3 above, dental insurance coverage under Section 4 above, and life insurance under Section 6 above for such employee, subject to provisions of federal law allowing an employee to continue such benefits at his/her expense.

## ARTICLE 8

### LEAVES OF ABSENCE

SECTION 1. Military Service. Employees who are inducted into the Armed Forces of the United States under the provisions of the selective service act of 1940, and as amended, shall be entitled to a leave of absence without pay for a period of service required by such original induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing that they make formal application for reinstatement within 90 days after the date of military

service discharge. Military service as above defined shall be credited to a reinstated employee's length of City service subject to the provisions of Article V; Section 3 and 4 of the City of Lansing Employee's Retirement System, Ordinance Number 132.

SECTION 2. Military Reserve Leave of Absence. 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. The City will make the employee whole for lost wages (difference between military pay and City pay) exclusive of overtime or premium pay for all time lost from work not to exceed ten (10) working days per year. Any such leave in excess of ten working days per year shall be charged against an employee's vacation leave or if vacation leave is exhausted an unpaid leave of absence. Requests 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. Employees who, subsequent to their date of hire, desire to become active members of an armed forces reserve unit, must notify their department head as soon as practicable.

SECTION 3. Leave of Absence. Employees may be granted a leave of absence without pay, without loss of accumulated seniority in cases such as: settlement of an estate; serious illness or disability of an employee or member of his/her family; pregnancy or maternity, or other special need; the temporary termination of work which will not adversely affect the operations of the Department. All such leaves of absence shall be subject to whatever documentary evidence the department head and Personnel Director may require and shall be granted in increments of not less than thirty (30) consecutive calendar days, the total of which will not exceed one (1) year unless extensions are approved at the discretion of the department head and the Personnel Director. There shall be no fringe benefit entitlement after thirty (30) calendar days of the leave of absence, except as otherwise mandated by the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V. Subchapter C. Part 925).

SECTION 4. Special Union Leave. Any member of the bargaining unit who is selected for or elected to a full time union position shall, upon request, be granted a leave of absence without pay for a period not to exceed two (2) years without loss of seniority. This leave of absence may be renewable. Such employee shall be permitted to remain a member of the pension and group insurance plans by paying to the City an amount equal to both the employee's and the City's contributions thereto.

SECTION 5. Sick Leave Without Pay. An employee who is ill or suffers an injury and is incapable of performing his/her customary duties may with the approval of the department head, be placed on sick leave of absence without pay.

If the illness continues beyond thirty (30) work days the employee must request a leave of absence. All such requests must be supported by evidence from the employee's physician that is satisfactory to the City that the employee is incapable of returning to work and provide the anticipated length of disability. Leaves of absences due to sickness or

illness shall not exceed increments of one hundred twenty (120) days. All such extension requests must be similarly supported by a physician's statement.

An employee who is on a special sick leave of absence for more than two (2) years shall be terminated as a voluntary resignation. But such an employee shall have the right to preferential hiring to the next available opening for which he/she is qualified after overcoming the disability. If and when re-hired the employee will then regain seniority earned before his/her voluntary resignation. This section does not apply to any one on sick leave without pay prior to July 1, 1984.

Employees who are on an approved special sick leave without pay as a result of a non-duty related illness or injury shall continue to accrue sick days and receive fully paid hospitalization and life insurance for a period not to exceed one hundred twenty (120) calendar days. At the request of the employee the City may at its discretion extend the entitlement period for these benefits. All such requests shall be submitted to the department head in a timely manner and must be supported by satisfactory evidence from the treating physician that documents that the employee is currently incapable of returning to work, however it is anticipated that the employee will be capable of returning to work after a brief additional recovery period.

## ARTICLE 9

### MISCELLANEOUS

SECTION 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, must keep the City currently advised of his/her correct mailing address and of his/her telephone number, if any. The City shall attempt to keep all unlisted phone numbers confidential.

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

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



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

SECTION 2. Aid to Other Unions. The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 3. Anti-Discrimination. The City will not discriminate against any employee because of membership in the Union. The City and the Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's or other person's race, creed, color, sex, political affiliation, age, handicap, religion, national origin, or other legally protected status. The City shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis.

It is the continuing policy and recognized obligation of the City and the Union that the provisions of the Agreement shall be applied fairly and in accordance with those federal, state and city employment laws relating to equal employment opportunity. Each party agrees to advise the other of equal employment opportunity problems of which they are aware. The City and the Union will jointly seek solutions to such problems through the procedures and programs provided in this Agreement. Furthermore, the City and the Union will take necessary action to promote goals and objectives of equal employment opportunities. In this vein, the City and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination in accordance with state, federal and city law. The City and the Union agree, however, that if a satisfactory resolution of discrimination charges is not reached using internal procedures other than arbitration, the affected employee(s) will be responsible to pursue such charges through procedures established under federal, state or local law.

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

- Meetings of the Union
- Union Elections
- Results of Union Elections
- Union Recreational and Social Events

Other types of notices shall not be posted unless approved by the City's Personnel Director. The Union will provide the City with a list of locations for bulletin boards.

SECTION 5. Effect of this Agreement. This Agreement supersedes any past practice and it supersedes any previous agreement, verbal or written between any of the parties hereto or between any of them and any employee(s) covered hereby.

SECTION 6. Effect of Invalidity of Provision of this Agreement. If any provisions of this Agreement be held invalid under existing or future legislation, state or federal, the remainder of this Agreement shall not be affected thereby.

SECTION 7. Strikes, Work Interruptions. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

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

SECTION 8. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 9. Union Access to City Premises. The employer agrees to allow properly accredited business representatives access to the employer's premises, other than security areas, after notification of department head or supervisor in charge, during working hours for the purpose of policing the terms and conditions of this Agreement.

SECTION 10. Union Access to City Records. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employer pertaining to a specific grievance.

SECTION 11. Protection of Rights. The City may request an employee to cross a picket line or to enter upon any City property involved in a labor dispute so long as there is not a probability that doing so will affect the personal safety of the employee.

SECTION 12. Payroll Deductions. At such time as the City acquires a new payroll system and it has become operational, employees will be given the opportunity to authorize payroll deduction to pay for a prepaid legal insurance plan and/or to contribute to the Teamster DRIVE political action committee. No representations have been made, nor were deadlines discussed, for the acquisition of a new payroll system.

SECTION 13. Special Meetings. Special meetings apart from the grievance procedure, for matters not addressed in the contract, but which are considered important by either the union or the City, may be arranged by mutual agreement between the Union's Business Representative and the City's Labor Relations Administrator. Such meetings shall be attended by such representatives of the parties as each deems useful to the discussion of and resolution of the matters. Arrangement for the date, time and place of such a special meeting shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the meeting at the time the request for it is made. Matters taken up in a special meeting shall be confined to those included in the agenda. The members of the bargaining unit attending such a special meeting shall not lose time or pay for time so spent from his/her report station.

## ARTICLE 10

### DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

A representative of the City may discipline an employee for just cause. Such discipline may take the form of a verbal warning, a written notice, a disciplinary layoff, or discharge, depending on the seriousness of the offense and the facts and circumstances involved in each case. In determining appropriate disciplinary action on a current charge, the City will consider the seriousness of the incident and any prior infractions which did not occur more than two years previously.

Within thirty (30) calendar days of the date of the alleged offense or the employer's knowledge of the alleged offense which may subject an employee to disciplinary action, a representative of the City shall give the employee either: (1) a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective; or (2) a written notice of pre-determination hearing, its date, time and location, and the nature of the employee's offense. In either case, as immediately as is practicable thereafter, the City's representative shall provide the employee's steward, or in the steward's absence another Union representative, with a copy of the above notice. If a pre-determination hearing is held, and disciplinary action is deemed appropriate by the City representative, the

statement described in (1) above, will be provided to the affected employee and Union representative within five (5) work days after the hearing; provided, this time limit may be extended by the parties for purposes of investigating new information provided at the hearing.

Upon request, the discharged or suspended employee must be allowed to discuss his/her discharge or suspension with his/her steward and the City will make available an area where he/she may do so before he/she is required to leave the property of the City. The department head or his/her designated representative must discuss the discharge or suspension with the employee or his/her steward as immediately as is practicable, if requested to do so.

Should the Union consider the discharge or suspension to be improper, an employee of Teamsters Local 580 shall submit within ten (10) work days of the effective date of the discharge or suspension a written grievance to the Labor Relations Office, with a copy to the department head, in accordance with Step 3 of the Grievance Procedure.

Discharge and suspension cases shall be processed in accordance with rules and procedures of the Grievance Procedure.

Under circumstances where he/she deems it appropriate to do so, a representative of the City may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the end of the fourteenth (14) day following suspension without pay. Thereafter such suspension shall be with pay, and in no case shall the suspension exceed thirty (30) days following the date of suspension. If no penalty has been assessed within that period the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension. The employee's Steward, or, in his/her absence another Union representative, shall be given a copy of the notice of discipline, and the employee's right shall arise to pursue the procedures above provided for the situation where disciplinary action is taken initially, without a period of suspension.

## ARTICLE 11

### GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

SECTION 2. Steps of the Grievance Procedure. Any employee, at any time, may present a grievance to his/her immediate supervisor, and have the grievance adjusted without intervention of the employee's steward, if the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's steward has been given an opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his/her first line supervisor to discuss the grievance. If the issue is

unresolved, the employee may contact his/her steward who shall then reduce the grievance to writing on a form provided by the Union, and then present it according to the following procedure and to all of the rules for the grievance procedure as above defined. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules of the grievance procedure, may be used by management representatives at any step as a basis of permanent grievance denial.

Meetings involving all steps of the grievance process, including arbitration, shall be held at the facilities of the City or at facilities of the City's choosing.

**STEP 1.** A steward or an alternate steward within the appropriate departmental division or location no later than five (5) days following the employee's contact, shall first attempt to resolve the issue by discussing the matter with the immediate supervisor, or other representative designated by the Department, with an earnest attempt to settle the matter.

**STEP 2.** If the Supervisor's or other designated Department representative's answer in Step 1, denying a grievance, is not satisfactory to the grievant, the steward may, within five (5) days thereafter, present to the employee's department head, or the person designated by the department head to receive and answer grievances. The department head or representative shall investigate and answer in writing on the form not more than five days later.

**STEP 3.** If the answer of the department head in Step 2 is not considered satisfactory by the employee, the steward may, within ten (10) days thereafter, present it to the City's Labor Relations Office. The City's Labor Relations Administrator shall answer the grievance in writing no later than five (5) days after it is presented to him/her. Any grievance concerning an employee who was disciplined by suspension or discharge, shall be presented at Step 3 of the grievance procedure.

**Step 4.** If the answer of the Labor Relations Office in Step 3 is not considered satisfactory by the employee, a representative of Teamsters Local 580, within fifteen (15) days thereafter, shall request a special conference between the representative of Teamsters Local 580, and the Labor Relations Administrator, or his/her designee. The special conference shall be limited to not more than three Union representatives and three City representatives. Only one (1) steward or alternate steward and the grievant shall attend a special conference that occurs during their regular working hours without loss of time or pay. Only one (1) employee representative other than the steward shall attend a special conference concerning a grievance filed on behalf of more than one (1) employee, without loss of time or pay. Additional employer witnesses or employees with special knowledge may attend a special conference with the prior written approval of the Administrator of Labor Relations. The meeting shall be held on a mutually agreeable date but not more than ten (10) days after the request is received by the City from the Union.

At this meeting the Union and the City review the facts as they relate to the interpretation and application of the contract. If the grievance is not resolved at the meeting and the Union wishes to carry it further, the Union shall file with the City a demand for arbitration within forty five (45) calendar days after the special conference.

Within ten (10) work days after the receipt of the demand for arbitration is received by the City from the Union, the parties will select an arbitrator from the following list of permanent arbitrators by agreement if possible, otherwise by the parties alternatively eliminating names from the list. The remaining one name shall be accepted as arbitrator by the parties.

Barry Brown  
Maurice Kelman  
Thomas L. Gravelle  
Mark Glazer  
Patrick A. McDonald  
Ann Patton  
Alan Walt

The arbitrator's decision shall be final and binding upon the employee(s) involved, the Union, and the employer; and there shall be no appeal from any arbitrator's decision. Any fees and expenses of the arbitrator shall be borne equally between the Employer and the Union. The arbitrator is specifically prohibited from adding to, subtracting from, or modifying this Agreement in whole or in part; and the arbitrator's decision shall be based only upon a clear interpretation and/or application of the Agreement.

Any grievance concerning an employee who was disciplined by time-off or discharge or which concerns promotions, demotions, reclassification or layoffs shall be presented at Step 3 of the grievance procedure.

## ARTICLE 12

### HOURS OF WORK AND OVERTIME

SECTION 1. Hours of Work. Eight (8) hours shall constitute a normal work day and forty (40) hours a normal work week. This Section is intended to indicate the usual hours of work and shall not be construed as a guarantee of hours of work.

Provided, this section shall not preclude the employee and his/her department head or designee from entering into a mutual agreement which redefines normal work day, accommodates the special request of the employee or incorporates the concepts of core time, compressed time or flexible work schedules in individual departments which are

consistent with the terms of this agreement relative to how leave time is accrued and used and eligibility for premium payments is set forth. Any agreement lasting for more than one pay period shall be in writing and forwarded to the Union and Labor Relations.

SECTION 2. Overtime. In cases of exceptional and emergency need, appropriate department heads may require personnel covered by this Agreement to work overtime hours. Overtime is defined as time worked in excess of the normal work day or forty (40) hours in a work week when authorized by the department head or his/her designee. Overtime work performed under provisions of this Article shall be paid for at the rate of one and one-half (computed at 152%) times the employee's hourly rate in effect at the time the overtime is performed. For the purpose of computing overtime, holidays as defined in this agreement, paid sick leave, paid personal leave and paid vacation leave shall be considered as time worked. In each and every such specific case, appropriate department heads shall handle overtime assignments as follows without deviation:

A. All overtime assignments shall be made in written form, dated and signed by the appropriate department or designated division head.

B. Prior to making overtime assignments, department or designated division heads shall determine either that existing budgetary appropriations contain sufficient funds to cover the costs of such assigned overtime or shall have obtained a transfer or appropriation of sufficient funds to cover such costs prior to making an overtime assignment.

C. No employee will have his/her work schedule altered for purpose of defeating the payment of overtime.

D. The Union recognizes that it is sometimes necessary for the City to require members of the Union to work overtime. The City recognizes that such overtime assignments can be an inconvenience or a burden to some employees. During the life of this Agreement the City will strive to minimize the inconvenience or burden by attempting to notify the employees who are required to work overtime as far in advance as practicable.

E. In no case shall any employee be paid for any time not actually worked.

SECTION 3. Compensatory Time. In lieu of receiving pay for overtime which is worked, an employee may elect to receive compensatory time off earned at the rate of one and one-half (1 1/2) hours compensatory time off for one hour overtime worked. All compensatory time shall be earned and used in minimum increments of one quarter (1/4) of an hour.

Compensatory time earned hereunder shall be cumulative up to a maximum total of forty (40) compensatory hours, provided that additional compensatory hours may be earned so long as they are used during the same pay period. Employees who use compensatory



time in excess of their balance, as recorded by the Personnel Services Department, may be subject to docked pay. Earned compensatory time will be paid at the employee's authorized regular rate of pay up to a maximum of forty (40) compensatory hours at the employee's termination of employment. Such payment will not be calculated as part of the employee's final average compensation.

Compensatory time off will be scheduled at times mutually agreeable to the department head and the employee at such times as will least interfere with the efficient operation of the department and with due regard for the expressed preference of the employee. Compensatory time use will not be approved in cases where it will be necessary to pay another employee at overtime rates to cover the employee's time off. It is understood that compensatory time use requests will not be unreasonably denied.

SECTION 4. Work Breaks. An employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by immediate supervision.

SECTION 5. Overtime on Sunday. All employees scheduled by an appropriate department head to perform overtime work on a Sunday shall receive two (2) times the hourly equivalent rate. Eligible employees may opt to receive compensatory time at double rate unless otherwise provided for in this Agreement.

SECTION 6. Overtime in 24-Hour Operations. Employees working in twenty-four (24) hour continuous operations shall have the option of receiving either one and one half (1 ½) times the hourly equivalent rate for all hours worked, or eligible employees may opt for compensatory time off at one and one-half (1 ½) hours for each hour worked on the sixth (6th) day (first scheduled day off in the established work week). If they work the seventh (7th) day (second scheduled day off in the established work week), they shall have the option of receiving either double the hourly equivalent rate for all hours worked or compensatory time off at double rate for each hour worked.

SECTION 7. Overtime Refusal. Overtime shall not be refused to the employee because of the employee's choice of overtime pay over compensatory time, nor for disciplinary reason.

SECTION 8. Night Premium. Employees who are required to work between 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, seventy five (\$.75) cents per hour night premium. This shift premium does not apply to employees working overtime.

Employees at the Wastewater Treatment Plant are eligible for shift differential for their entire shift provided that at least part of their shift occurs between the hours of 6:00 p.m. and 6:00

a.m. This does not include any hours that the employee receives overtime.

Effective the First Pay Period Beginning on or Immediately Following October 1, 2003: Employees shall be eligible to receive the night shift premium for their entire shift, provided that at least four (4) hours of their shift occurs between the hours of 6:00 p.m. and 6:00 a.m. This does not include any hours the employee receives overtime.

SECTION 9. Call-Back. An employee who is called in or who is permitted to come to work without having been notified that work on the job for which he/she was scheduled is not available may, at the City's discretion, be sent home or be put to work on any job to which the City may assign the employee.

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

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

Report pay or call in pay shall not be due when the employee is not able to work because he/she is on sick leave, vacation leave, personal business, and excused absence, or in case work is not available due to an emergency such as fire, flood, explosion, storm, utility failure, equipment failure or breakdown, work stoppage, labor dispute, act of God, or any condition beyond the control of the City. The call back provisions shall apply to employees who are subpoenaed to testify in court as result of their employment with the City.

This provision shall not be interpreted as mandating that a bargaining unit member be called back in all overtime situations. Bargaining unit members shall be called back in the following situations: where non-routine decisions or actions are required, and where a bargaining unit member would normally be assigned to exercise discretion or apply technical knowledge.

SECTION 10. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week.

SECTION 11. Scheduling. Scheduling will be done to allow 8 hours or more off between shifts in completion of a forty (40) hour week. Example: supervisor could not be scheduled to work "C" shift (4:00 p.m. -midnight) then "A" shift (midnight - 8:00 a.m.) even though they are considered 2 separate days.

SECTION 12. Humanitarian Assignments. The City's goal in regard to injured employees is to ensure that no employee is forced to leave the City's workforce solely by reason of acquired handicap, so long as the employee's handicap may be reasonably accommodated to continue employment by the City. The City of Lansing will assist individuals who become handicapped, or otherwise acquire handicapper status while employees of the City, to maintain their employment by exploring the following options:

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

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

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

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

SECTION 13. Court Time/Complaint Signing. If a Detention Officer is subpoenaed into court or has to come back to work in order to validate a complaint/warrant, the Detention Officer shall be paid (if off-duty) at the rate of time and one-half of the Detention Officer's hourly rate of pay, with a minimum of two (2) hours payment at the overtime rate. If the time extends past two (2) hours, the Detention Officer shall be paid overtime for the

exact hours or portion thereof so worked. If the court case is continuous at the end of a shift, the employee will be compensated at the regular overtime rate for the actual hours worked.

The Detention Officer shall keep any statutory mileage fee for court appearances (which fee shall not be made a part of any overtime compensation under this Agreement) but the Detention Officer shall turn back to the department any statutory witness fee.

If an off-duty Detention Officer is required to appear at a job related hearing located outside Ingham, Eaton and Clinton counties, and within the State of Michigan, the Detention Officer's travel time to and from said hearing shall be included in computing the hours worked by the officer.

## ARTICLE 13

### WORK ASSIGNMENTS

Except as provided below, non-bargaining unit members shall not routinely perform the work that is normally performed only by bargaining unit members if in so doing it would displace the employment of a bargaining unit employee. It is mutually understood that there is some like work that is performed by both bargaining unit and non-bargaining unit members. The City shall strive to eliminate such over-lapping duties whenever practicable.

Furthermore, nothing in this section shall prohibit the City from utilizing part-time employees to perform work in accordance with the limitations contained within this Agreement.

This provision shall not be interpreted as mandating that a bargaining unit member must be scheduled to work in all situations where non-bargaining unit members are working. Bargaining unit members shall be scheduled in the following situations: where non-routine decisions or actions are required, and where a bargaining unit member would normally be assigned to exercise discretion or apply technical knowledge.

## ARTICLE 14

### CLASSIFICATIONS/REORGANIZATION

SECTION 1. Reorganization. Whenever a position is combined or eliminated through a reorganization the employees whose positions were eliminated shall have the following rights: (A) In the event that the new position is created within the same

Department that includes most of the duties of the eliminated position the incumbent employees shall fill the new position if they are qualified to perform all of the duties of the new position upon completion of the trial period of two weeks. The position posting requirements of the Agreement will not be observed unless none of the employees to be displaced are deemed qualified. (B) In the event that a displaced employee does not fill a new position he/she shall have the right to exercise bumping rights in accordance with the bumping procedures within this Agreement. (C) Where more than one employee is displaced and fewer positions are established the most qualified displaced employee shall fill the position. If displaced employees are equally qualified, the most senior shall fill the position.

SECTION 2. New Positions. The City agrees that in the event a new classification is established the Union shall be notified within a reasonable time period.

The Union shall have the right to negotiate wages, hours and work condition for new classifications. If the parties are unable to reach agreement the rate of pay shall be subject to the arbitration procedure using same criteria of Michigan Public Act 312 of 1965 and using the procedure outlined in Step 4 of grievance procedure to pick an arbitrator. Providing the Union gives written notification of its intent to arbitrate to the City's Labor Relations Administrator within fifteen (15) days following the meeting of the parties on the subject.

SECTION 3. Classification Reviews. The City and the Union agree that the positions covered by this Agreement were evaluated by and the salary range established under the Hay system guide chart profile evaluation method. During the life of this Agreement a full time employee, or either party, that believes there has been a significant change in the job content of an existing position may request in writing that the City proceed with a classification review in accordance with the provisions of Article 14 of this Agreement.

Effective upon Ratification of the 2003 - 2007 Collective Bargaining Agreement by Both Parties (August 12, 2003): The parties agree that all classification and reclassification reviews and all appeals thereof shall be performed by the Hay Group rather than the Job Content Committee as described herein section 3. The City shall ensure that the Union is provided with a written explanation of any classification/reclassification review from the Hay Group. The parties agree to this change for a period of two (2) years, at which time the parties shall meet to discuss whether to continue using the Hay Group or discontinue the Hay Group and transition back to the Job Content Committee.

In the event that the classification review determines that

the position shall be reclassified upward, the reclassification will be effective the beginning of the next pay period following the decision of the Job Content Committee. The employee will be placed in the new classification at the next step increment which affords the employee a salary increase.

If the classification review determines that the position shall be classified downward, the reclassification shall be effective the beginning of the next pay period following the decision of the Job Content Committee or, if the employee files an appeal in accordance with the procedure in Article 14, after the expiration of the appeal procedure time limits. Salary adjustments for downgraded positions shall be implemented according to the following method:

A. If the employee's present rate of pay (prior to reclassification) equals or exceeds the maximum step of the downward classification, the employee will continue to receive their present wage rate plus any wage adjustments under this Agreement provided they remain in the same position. The employee shall not receive any additional step increases that are available within the salary range. When the position is vacated, if posted, it will be reclassified at the appropriate level.

B. If the employee's present wage rate is less than the maximum step of the salary rate of the downgraded classification the employee shall be reclassified to the lower classification at the step increment that is equal to the employee's current wage rate (prior to reclassification). The employee shall be eligible for step increases that are available with the salary range of the lowered classification plus any wage adjustments under this Agreement.

One trained bargaining unit representative may attend all meetings of the Job Content Evaluation Committee and the Appeal Board that consider reclassification of bargaining unit members and have a reasonable opportunity to present information and take part in the discussions.

#### PROCEDURE FOR CLASSIFICATION REVIEW OF TEAMSTER POSITIONS

Classification Review may be requested by any City employee, supervisor or department head according to the following procedure.

1. Employee obtains Reclassification Position Questionnaire from Department Head or designee.
2. Incumbent forwards completed Questionnaire to Supervisor for review and completion of Supervisor's section.

3. Supervisor forwards completed Questionnaire form to Department Head within fifteen (15) working days of receipt from Incumbent.
4. Completed Position Questionnaire is forwarded to the Personnel Department within ten (10) working days from the time the Questionnaire is submitted to the Department Head.
5. Personnel Department logs and prioritizes Position Questionnaire by date of receipt.
6. Personnel Department Staff Representative conducts desk audits by interviewing the incumbent and appropriate Supervisor and prepares the desk audit summary within fifteen (15) working days.
7. The Job Content Committee<sup>1</sup> shall review and evaluate the Position Questionnaire and desk audit summary within fifteen (15) working days of the completion of the desk audit by the Personnel Department.
8. Once a classification review request has been acted upon by the Job Content Committee, the decision will be forwarded to the Department Head, Incumbent, Labor Relations Office and Budget Office within five (5) working days of the date of the decision being rendered by the Job Content Committee.
9. Job Content Committee decisions to reclassify a position upward shall be effective the beginning of the next pay period following the review and approval by the Committee. Where the classification review by the Job Content Committee indicates a downward reclassification of the incumbent's position, the reclassification will not become effective until the appeal procedure timelines, described below, have been exhausted.

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

Each classification study which comes before the Committee may

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<sup>1</sup>A member of the Teamster Bargaining Unit who has been trained in the City's Classification methodology may attend and participate in all meetings involving the evaluation of Teamster Bargaining Unit positions.

result in any of the following decisions: upward change, no change, downward change, change in title.

#### RECLASSIFICATION APPEAL PROCEDURE

Employees may appeal reclassification decisions made by the Job Content Committee. All such appeals must be processed in accordance with steps.

Step 1. The employee, or either party must file a written appeal on forms furnished by the City, with the Personnel Department within ten (10) working days of written notification of the Committee's decision. The appeal form must include the specific reasons for the basis of the appeal.

Step 2. The appeal will be discussed in the order of receipt at the meeting of the Job Content Committee.

The employee may attend to present additional information.

Step 3. The Committee will provide the employee with a written answer to the appeal within thirty (30) calendar day of the meeting.

#### ARTICLE 15

##### VEHICLES

As of the effective date of this contract, all employees who are assigned a motor vehicle shall continue to have one provided by the City as long as the motor vehicle is essential to the employee's job duties and the employee remains in his/her present position. The vehicle may be driven to and from work in accordance with existing City policies.

In all other cases if a motor vehicle is essential to an employee's job duty, at the City's discretion, a vehicle will be provided to the employee for the performance of the job duties, or the employee shall be reimbursed for the use of his/her personal vehicle at the IRS standard mileage rate as determined by the most recent federal tax reports. In no event shall employees use vehicles to drive to and from work or be reimbursed for driving their own vehicles to and from work except as previously provided in this section and except where employees have returned after hours to attend meetings at the City Hall or other locations. The City and Union agree to meet and attempt to resolve any issues



involving the City's Vehicle Policy.

ARTICLE 16

SUBCONTRACTING

It is and has been the policy of the City to make every effort to utilize its employees to perform work when they are qualified to do so, but the City reserves the right to contract out any work it deems necessary or desirable according to dictates of good business practice. If it is anticipated by the City that the work to be subcontracted will continue for a period of more than thirty (30) days and the work is customarily performed by regular employees within the bargaining unit the City agrees to discuss with the Union alternative approaches to such subcontracting prior to the time a decision to subcontract such work has been made by the City.

In the event that any bargaining unit members are deprived of work as a result of outside contracting of work the City agrees to use its best efforts to place those employees in others jobs subject to the City's legal or contractual obligations to other City employees. In the event that the City does not succeed in placing such an employee in another job and the employee is laid off, the City will provide layoff adjustment pay equal to the difference between the employee's ordinary weekly net take home pay and the employee's weekly unemployment benefit. The City will provide two (2) weeks of such pay for each full year of seniority, up to a maximum of twenty-six (26) weeks of pay. Payments shall continue only as long as the employee remains unemployed. "Net take home pay" means the amount left after taxes and FICA have been deducted.

ARTICLE 17

UNIFORMS

The City will pay the cost of rental and laundry of work uniforms for the employees in the departments and divisions described below:

<u>Department/Div.</u>	<u>Job Classification</u>	<u>No. of Changes</u>
Parks and Recreation		
Oak Park Garage	Garage Supervisor	5
Public Service		
W.W.T.P.	Maint. Supv.	5
	Operations Supv.	5
	Sr. Oper. Supv.	5
	Field Supv.	5

Lab Supervisors	5
Asst. Maint. Supv.	5

O & M	Supervisor (Sewer Maint., Street Maint., Surface Maint., Service Garage, Bldg. Maint. Section)	5
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The employee shall wear the uniforms provided. By mutual agreement with the appropriate level of supervision, an employee may waive the wearing of uniforms, and under such circumstances the City will not be obligated to provide any uniforms for the employee. Additionally, by mutual agreement with the appropriate level of supervision, an employee may waive the wearing of uniforms for special occasions.

The City shall meet and confer with the Union regarding the vendor who will supply the uniforms in order to ensure fitness and quality of the uniforms and service. Selection of the vendor shall be in compliance with the City's adopted purchasing ordinance and procedures. Either party may initiate a special meeting to discuss variations in the uniforms, but changes shall not be made without advance notice to the Union and an opportunity for the Union's input.

#### ARTICLE 18

##### EQUIPMENT

When it is specifically stated in applicable Federal or State Law that "the employer shall provide" certain special safety devices the City shall do so at no cost to the employee. When it is specifically stated in applicable Federal and State Law that the "employer shall require" the use of certain protective devices the employee shall, as a condition of continued employment, provide them at his/her expense. Employees who fail to use either provided or required special safety devices shall be subject to disciplinary action commensurate with the frequency and severity of the violation.

#### ARTICLE 19

##### EDUCATION AND TRAINING

The City shall reimburse employees for tuition and lab fees for approved college level course work or other departmentally

approved training or education programs which are taken off duty. It is the understanding of the parties that eligible education and training will also encompass course work taken by the employee in order to help the employee take the necessary academic training to qualify for promotional opportunities. Reimbursement is subject to the following provisions:

A. Education and training program costs shall be reimbursed at a rate not to exceed the rate of \$250.00 per bargaining unit member per fiscal year. Non-credit job related and promotional training programs, tuition or registration fees shall be reimbursed at the actual cost, neither to exceed the annual reimbursement limit of \$250.00 per fiscal year.

Effective July 1, 1997, education and training program costs shall be reimbursed at a rate not to exceed the rate of \$300.00 per bargaining unit member per fiscal year. Non-credit job related and promotional training programs, tuition or registration fees shall be reimbursed at the actual cost, fees incurred for retirement counseling from a licensed professional financial advisor, for defined contribution plan members, that may be used once every three years, neither to exceed the annual reimbursement limit of \$300.00 per fiscal year.

B. All reimbursement requests must have prior approval, and be submitted in accordance with established procedures.

C. Proof of attendance or successful completion of the course and proof of cost are required.

Special License Reimbursement Terms for CDLs. During the term of this agreement, full-time employees hired on or before January 1, 1990 may also use the education reimbursement benefit to seek reimbursement for costs paid by the employee to obtain a CDL license and appropriate endorsements, and to take a CDL skills test. Reimbursement for these costs is subject to the following restrictions: (1) the City will reimburse the employee for the license costs over and above the cost of the basic operator's or chauffeur's license; (2) the City will reimburse the employee for the cost of one successfully completed skills test; and (3) employees remain subject to the overall \$250.00 limit (effective 7/1/97 \$300.00 limit) for all education and CDL-related reimbursements in any fiscal year.

## ARTICLE 20

### PARKING/TRANSPORTATION SUBSIDY

Employees covered by this agreement shall be eligible for one

of the following subsidies.

- A. Public Transportation Subsidy: A monthly CATA bus pass at the City's expense or a subsidy equal to the cost of a monthly CATA bus pass to be used for SPECTRAN services.
- B. Parking Subsidy: Monthly parking at a maximum cost per employee of eighteen dollars (\$18.00) at the North Grand expansion ramp.
- C. Maximum Parking Cost: the maximum monthly parking cost for bargaining unit employees will be as follows: Employees in the Assessor's office who routinely use their personal vehicles in the execution of their duties will receive a maximum parking subsidy equal to the price of monthly parking in the North Grand expansion ramp. There shall be no increase in employee cost at any City parking facility through the duration of this Agreement.

Lot #2	\$10.00
Lot #6	\$19.00
Lot #15	\$ 0.00
Lot #44	\$ 0.00
Lot #49	\$ 0.00
Lot #50	\$ 0.00
Lot #55	\$ 0.00
South Grand Basement	\$38.00
South Grand Covered	\$33.00
South Grand Roof	\$13.00
South Capitol Basement	\$30.00
South Capitol Covered	\$28.00
South Capitol Roof	\$ 7.00
South Capitol Lot	\$28.00
North Grand Roof	\$ 7.00
North Grand Expansion	\$18.00
North Grand Reserved	\$48.00
North Capitol Covered	\$24.00
North Capitol Roof	\$ 7.00

D. Location Selection: Employees may choose to park in a lower cost facility or a higher cost facility based on space availability, applying the parking subsidy up to the cost for the respective facility or the maximum subsidy, whichever is less.

E. Bargaining union members who are permanently displaced from any lot or ramp will be placed at the top of the waiting list for the City parking facility of their choice.

F. Parking Cards: Effective February 1, 2004, all current employees and all new employees shall be responsible for the cost of the employee parking access card. Current employees shall sign a payroll deduction authorization card during the January 2004 open enrollment period, authorizing the City to deduct through payroll deduction the cost of the employee parking access card if lost, stolen, damaged or not returned at the time of termination or retirement from the City. New employees shall sign such a payroll deduction authorization card at the time of hire with the City. The current cost of the employee parking access card is ten dollars (\$10). The cost of the employee parking access card shall be capped at twenty-five dollars (\$25) for the life of the current contract.

## ARTICLE 21

### WAGES/DEFERRED COMPENSATION

SECTION 1. Wage Rates. Effective the pay period beginning on or immediately following February 1, 2003 the City agrees to increase the hourly wage rate by two percent (2.00%) the existing schedule of salary and merit increment rates. Effective the pay period beginning on or immediately following February 1, 2004, the City agrees to increase the hourly wage rate by two percent (2.00%) the existing schedule of salary and merit increment rates. Effective the pay period beginning on or immediately following February 1, 2005, the City agrees to increase the hourly wage rate by two percent (2.00%) the existing schedule of salary and merit increment rates. Effective the pay period beginning on or immediately following February 1, 2006 the City agrees to increase the hourly wage rate by two percent (2.00%) the existing schedule of salary and merit increment rates.

Retro-active payment will be made by separate check to each eligible bargaining unit member. Retroactive payments will be made to employees who are active employees at the time of ratification by both parties.

Effective October 1, 1983, progression beyond Step 5 of the salary schedule shall be available to all members of the bargaining unit on the same basis that progressing to steps one through five

is authorized.

The present practice of granting merit increases to all steps shall be continued. Merit increases shall not be granted for reasons of length of service alone. Such determination is to be based upon the evaluation of the employee's performance, skill, and ability demonstrated when carrying out their assigned duties. However, no single item shall negate overall satisfactory performance assessment unless it is of such severe nature that disciplinary action or suspension resulted.

Effective January 1, 1988, the City may place all bargaining unit members on a bi-weekly payroll schedule.

Effective the First Pay Period Beginning on or Immediately Following February 1, 2004: Members of the Teamsters 580 Supervisory bargaining unit who regularly supervise UAW Local 2256 employees shall be moved, if necessary, to a pay step not to exceed Step 5 of their salary range, that shall afford the supervisor at least five percent (5%) differential above those employees they supervise.

The Union agrees that the issue involving supervisory pay differentials is hereby resolved, and is hereby addressed as it pertains to any recommendations made by Hay, whether between Teamsters 580 Supervisory and UAW Local 2256 employees or Teamsters 580 Supervisory and Teamsters 580 CTP employees. No future grievance or arbitration shall be available to the parties.

SECTION 2. Deferred Compensation. The City agrees to make available an IRS approved deferred compensation plan subject to the following conditions:

A. The City shall have sole discretion and responsibility in selecting a vendor(s) of the deferred compensation plan to be offered.

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

C. Employees may participate in such a deferred compensation plan on a voluntary basis. Contribution shall be made through payroll deduction.

D. The only costs relative to the deferred compensation plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs

shall be borne by the employees participating in the deferred compensation plan.

## ARTICLE 22

### JOINT LABOR-MANAGEMENT COMMITTEE

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

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

## ARTICLE 23

### RETIREMENT PENSION

Section 1. General. Except for part-time, seasonal and temporary employees covered by Article 3 Section 2, the City will continue to provide to full time regular employees a retirement pension under the General Employees Retirement System or an alternate retirement pension through the City's Defined Contribution Money Purchase Plan.

Section 2. Defined Benefit Pension Plan Under the General

Employees Retirement System - For Employees Hired into Full Time Positions Prior to October 29, 1990, Unless Opted-Out Pursuant to Section 4(a)(2) of this Article. .

The retirement pension under the plan which has been in effect shall remain intact for the remainder of this Agreement. The City reserves the right to substitute another means of providing this coverage; however the fundamental provisions of the plan and the benefits thereunder will not be reduced.

Effective June 30, 1987, the actuarial bases for member's monthly retirement benefits shall be sex neutral. Any costs associated with equalizing monthly pensions for similarly situated employees, or "topping up" the benefits, shall be assumed by the City.

A. Age and Service Retirement Allowance

1. Effective July 1, 1987, Section 26-22, subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) A pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and three-tenths per cents (2.3%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years, shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years shall be multiplied by one percent (1%) of the member's final average compensation and included in the member's straight life retirement allowance.

2. Effective October 1, 1988, Section 26-22, subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:



(2) A pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and four-tenths per cent (2.4%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years, shall be multiplied by one and one half per cent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years shall be multiplied by one per cent (1%) of the member's final average compensation and included in the member's straight life retirement allowance.

3. Effective July 1, 1989, Section 26-22, subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members to this bargaining unit:

(2) A pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and five-tenths per cent (2.5%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years shall be multiplied by one and one half per cent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years shall be multiplied by one per cent (1%) of the member's final average compensation and included in the member's straight life retirement allowance.

4. Effective October 1, 2000, Section 26-22, subsection (a) (2), of the City of Lansing Ordinances covering the

General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and three-quarters percent (2.75%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years shall be multiplied by one per cent (1%) of the member's final average compensation and included in the member's straight life retirement allowance. In no case shall the pension exceed 100% of a member's final average compensation unless allowed by law.

Employees who retire prior to October 1, 2000 shall not be eligible for the increased multiplier.

5. Effective October 1, 2003, Section 26-22, Subsection (A) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to provide the following benefits to members of this bargaining unit:

(2) a pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and eight tenths percent (2.80%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years shall be multiplied by one and one half percent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years shall be

multiplied by one per cent (1%) of the member's final average compensation and included in the member's straight life retirement allowance. In no case shall the pension exceed 100% of a member's final average compensation unless allowed by law.

Employees who retire prior to October 1, 2003 shall not be eligible for the increased multiplier.

Effective October 1, 2003

Employees from other bargaining units (even if hired prior to October 29, 1990) shall transition to the 1.60% factor for future years of service and shall not qualify and/or transition to the 2.80% factor within the Defined Benefit Retirement System. Health care for these transition employees shall be paid by the City and pre-funded through the VEBA not through the ERS system.

**B. Employee's Savings Fund**

1. Effective October 1, 1987, Section 26-34, subsection (B), of the City of Lansing Ordinances covering the General Employee's Retirement System, will be amended to require members of this bargaining unit to make a contribution, as follows:

(4) Effective October 1, 1987, each member shall contribute to the retirement system two and one-half per cent (2.5%) of the member's annual compensation. Effective October 1, 1988, each member's contribution shall be increased to three per cent (3%) of the member's annual compensation. Effective October 1, 1989, each member's contribution shall be increased to four per cent (4%) of the member's annual compensation.

2. Effective July 1, 1992, Section 26-34, subsection (B), of the City of Lansing Ordinances covering the General Employee's Retirement System, will be amended to require members of this bargaining unit to make a contribution, as follows.

(4) Effective July 1, 1992, each member shall contribute to the retirement system three per cent (3%) of the member's annual compensation.

3. IRS 414(H) Plan. Immediately following ratification of the 1994 contract by both parties, the City will begin the process to implement an IRS 414(h) Plan (pretax contributions). The City will provide monthly updates to the bargaining units as to the status of the process by sending a letter to the business representative and a copy to each steward who will be responsible for posting it on the appropriate union bulletin board.
4. Effective October 1, 2000, Section 26-34, subsection (b), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to require members of this bargaining unit to make a contribution as follows:
  - (4) Effective October 1, 2000, each member shall contribute to the retirement system three and one-quarter per cent (3.25%) of the member's annual compensation.

The Union recognizes that pre-tax contribution may affect the maximum eligibility for 457 Plan deferrals.

5. Effective the first pay-date on or after October 1, 2003, Section 26-34, Subsection (b), of the City of Lansing Ordinances covering the General Employees Retirement System, will be amended to require members of this bargaining unit to make a contribution as follows:
  - (4) effective the first pay date on or after October 1, 2003, each member shall contribute to the retirement system three and one-half per cent (3.50%) of the member's annual compensation.

The union recognizes that pre-tax contribution may affect the maximum eligibility for 457 plan deferrals.

Section 3. Employees Hired Prior to October 29, 1990 Who Previously Transferred Out of the Employees Retirement System to the Defined Contribution Money Purchase Plan in Accordance with Article 24, Section 4(a)(2)..

The City will provide a one-time option to employees who transferred out of the Employees Retirement System to return to the Employees Retirement System from the Defined Contribution Money

Purchase Plan.

Employees shall not be required to make any change in retirement plans. Any change would be totally voluntary.

A. Employees who opt to remain in the Defined Contribution Money Purchase Plan shall not be required to pay the agreed-to employee contribution for health care referenced in Article 7, Section 3.

B. Employees who opt to return to the Employees Retirement System must elect to do so by September 1, 2000, or they will remain in the Defined Contribution Money Purchase Plan. Employees who return to the Employees Retirement System:

1. Shall be vested immediately in the Employees Retirement System plan.
2. Shall be subject to the same employee contribution effective October 1, 2000 as all other Teamster Local 580 bargaining unit members in the plan.
3. Will receive credit in the Employees Retirement System plan for future years of service to the Employer.
4. Shall receive credit for actual time worked for the City towards post retirement health care coverage and retirement eligibility with sixty-five (65) points that applies to Teamsters Local 580 bargaining unit members of the Employees Retirement System.
5. Shall have a one-time, option to purchase past years of service at an 83.9% funded rate. The costs for purchasing years of service shall be determined by the City's actuary using agreed upon assumptions. Service credits may be purchased up to a maximum of the actual full time employment worked for the City. Members may

transfer assets of the Defined Contribution Money Purchase Plan or other available assets.

Payment for service credits purchased must be completed by September 1, 2000. This deadline will be extended for individual employees only in the event that the actuary does not complete an individual employee's determination of costs for purchasing years of service by July 1, 2000.

The extension of the September 1, 2000 deadline would be by the equivalent number of days that the actuarial determination due July 1, 2000 was delayed.

6. Employees who retire prior to October 1, 2000 shall not be eligible for modifications to the retirement language that take effect October 1, 2000.

Section 4. Defined Contribution Money Purchase Plan - employees hired on or after October 29, 1990. The City provides an alternative plan to the current Defined Benefit Retirement Plan under the General Employees Retirement System. The provisions shall be exactly the same as for the plan for exempt employees and any clarifications or adjustments shall also be exactly the same. The alternative retirement plan shall have the following provisions, with appropriate plan documents and/or ordinances to be put in place by the City, implementing these provisions:

A. Employees Hired Prior to October 29, 1990

1. With the 1990 contract, shall have the option to remain in the General Employees Retirement System with an added early retirement formula of age + service = 65 to be eligible for retirement.

Effective upon ratification of the 2003-2007 collective bargaining agreement (August 12, 2003), the Sixty-Five (65) Point Early Retirement Incentive shall be eliminated. Teamsters 580 Supervisory bargaining unit members, currently in the Defined Benefit Retirement System (employees hired into full time positions prior to October 29, 1990) at the time of the ratification of the 2003-2007 agreement, shall be "Grand - fathered" regarding the Sixty-five (65) Point Early Retirement Incentive.

2. Shall have a six month one-time, one-way option, with the 1990 contract, to elect to have the funded present value of their accrued benefits (as determined by the actuary) transferred in cash into the new Defined Contribution Money Purchase Plan. Additionally, such employees shall retain the same post retirement health care coverage with 65 points that applies to Teamster

#580 members of the ERS.

No such employee has to make any change. Change would be totally voluntary.

Effective October 1, 2003

Employees from other bargaining units (even if hired prior to October 29, 1990) shall transition to the 1.60% factor for future years of service and shall not qualify and/or transition to the 2.80% factor within the Defined Benefit Retirement System. Health care for these transition employees shall be paid by the City and pre-funded through the VEBA not through the ERS system.

**B. Employees hired after October 29, 1990** shall not belong to ERS, but shall instead belong to the City of Lansing's Defined Contribution Money Purchase Plan.

For historical purposes and for those employees who had previously retired prior to October 1, 2003, subsections "C" through "H" below apply :

**C. Employer Contributions.** The Defined Contribution Money Purchase Plan shall provide 5% of eligible pay as City contribution for each covered employee's retirement account; 1% of covered pay for the employee's account to defray health care premiums or, at employee's sole option, to be combined with the retirement account at point of termination. Effective October 1, 2000, the five percent (5%) and one percent (1%) referenced above shall be combined to provide said plan six percent (6%) of eligible gross annual wages as the total City contribution for each covered employee's retirement account. Employees who terminate employment with the Employer prior to October 1, 2000 shall not be eligible for modifications to the retirement language that take effect October 1, 2000.

Effective for calendar year 1998 contributions, all Employer contributions will be made monthly beginning with the date of hire.

**D.** Employees shall be vested in the Defined Contribution Money Purchase Plan at the completion of three (3) years' credited service.

**E.** The City shall provide a long-term disability policy for members of the Defined Contribution Money Purchase Plan. The City agrees that during the term of this Agreement, it will request proposals from alternative long term disability providers. Another provider may be substituted if it would be economically advantageous, ensuring that the current level of benefits are maintained or improved.

F. Members of the Defined Contribution Money Purchase Plan may make up to 5% voluntary contribution to the plan to the extent permitted by law.

Effective July 1, 1995 and following approval of plan amendments by the IRS, members of the Defined Contribution Money Purchase Plan may make up to eight percent (8%) voluntary contribution to the plan to the extent permitted by law.

G. The parties will enter into a Memorandum of Understanding which will expand the investment options, and the City will establish a Governing Committee for the Defined Contribution Money Purchase Plan with Teamster #580 representation subject to election.

H. Effective October 1, 2000 the City agrees to pay all administrative fees associated with the Defined Contribution Money Purchase Plan.

This language shall govern the provisions of the alternative plan ordinance, and plan language will not be subject to further negotiation.

#### Effective October 1, 2003

Defined Contribution members shall become members of the Defined Benefit System with a 1.60% factor for future years of service with an employee contribution of 5.50% effective the first pay date on or after 10/1/03. Contributions to the Defined Contribution Plan shall end with the last pay date in September 2003.

These employees shall be eligible to buy eligible years of service at the actual cost as calculated by the actuary. Employees must make such purchase by 12/31/03 or 90 days after the actuarial evaluation, whichever is later. These actuarial evaluations shall be paid for by the City.

Current active Defined Contribution members may make a plan-to-plan transfer to the Defined Benefit Plan, up to a maximum of the actuarial calculated cost to purchase eligible years of service, effective 10/1/03.

Effective October 1, 2003, employees who are members of the Defined Contribution Money Purchase Plan will be given full credit of their Defined Contribution time for purposes of vesting in the Defined Benefit System. This may result in time available for vesting being larger than service credits available for pension calculation.

No representations are made by the City or the Union that Defined Contribution assets will be sufficient to purchase prior years of service, and it is highly probable that the amount required to purchase prior years of service would be substantially more than



available D.C. assets. Therefore, no representations are made or are to be construed regarding this issue, and the City, nor the Union assume any liability. This issue is not subject to grievance procedure, mediation, arbitration, or other legal or administrative proceeding or adjudication by the bargaining unit.

No unfunded liability shall be created by any future factor changes unless paid by employee.

Health care for employees hired on or after October 29, 1990 shall be provided by the City and pre-funded by the VEBA, not in the ERS system.

Eliminate current Long-Term Disability Plan

Members of the Employee Retirement System shall become vested with eight (8) years of full-time City service.

Retirement at age 50, with 25 years of credited service or age 58, with 8 years of credited service.

Defined Benefit Members in the 1.60 factor plan shall not receive Cost of Living Allowances (C.O.L.A.).

## ARTICLE 24 CONTRACT TERM

EFFECTIVE AND TERMINATION DATES. This Contract shall become effective February 1, 2003, and shall continue in full force and effect until 11:59 p.m., January 31, 2007, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Contract in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF,  
THE PARTIES HAVE SET THEIR HANDS THIS:

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2004

FOR THE UNION

FOR THE CITY  
BY ITS MAYOR

\_\_\_\_\_  
George Warner  
Secretary-Treasurer

\_\_\_\_\_  
Tony Benavides

BY ITS CLERK:

\_\_\_\_\_  
Michael Parker  
Business Representative

\_\_\_\_\_  
Deborah K. Miner

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

\_\_\_\_\_  
Labor Relations



APPENDIX A

<u>HOLIDAYS</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
New Years Day	Jan. 1	Jan. 1	Jan. 1	Jan. 1	
Martin Luther King Day	Jan. 20	Jan. 19	Jan. 17	Jan. 16	Jan. 15
Good Friday	Apr. 18	Apr. 9	Mar. 25	Apr. 14	
Memorial Day	May 26	May 31	May 30	May 29	
Independence Day	July 4	July 4	July 4	July 4	
Labor Day	Sept. 1	Sept. 6	Sept. 5	Sept. 4	
Veterans Day	Nov. 11	Nov. 11	Nov. 11	Nov. 11	
Thanksgiving Day	Nov. 27	Nov. 25	Nov. 24	Nov. 23	
Friday after Thanksgiving	Nov. 28	Nov. 26	Nov. 25	Nov. 24	
One Full Day Prior to Christmas Day	Dec. 24	Dec. 24	Dec. 24	Dec. 24	
Christmas Day	Dec. 25	Dec. 25	Dec. 25	Dec. 25	
One Full Day Prior to New Years Day	Dec. 31	Dec. 31	Dec. 31	Dec. 31	

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING REGARDING POST-RETIREMENT PENSION ADJUSTMENTS AND HEALTH CARE FOR RETIREES OF THE DEFINED BENEFIT PENSION PLAN UNDER THE GENERAL EMPLOYEES RETIREMENT SYSTEM

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

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

E. The balance of the Member Reserve Fund will be used as follows:

1. Twenty-five percent (25%) of the investment income will be set aside to increase the principal balance of the Member Reserve Fund.
2. Thirty-seven and one-half percent (37.5%) of the investment income will be used to pre-fund health care.
3. Thirty-seven and one-half percent (37.5%) of the investment income will be used to fund a fixed annual increase in retirement benefits for all members with a minimum of eight (8) years of service (unless benefits result from a duty death), who are at least sixty (60) years of age. The fixed amount will be determined by the actuary and is expected in year one to be approximately \$150 or three percent (3%), whichever is less. The increase will be adjusted at least every five (5) years as recommended by the actuary. The increase will be reduced based on the benefit option chosen at retirement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

FOR THE UNION:

FOR THE CITY:

BY ITS MAYOR:

---

George Warner  
Secretary-Treasurer

David Hollister

BY ITS CLERK:

---

Michael Parker  
Business Representative

---

APPROVED AS TO FORM BY  
CITY ATTORNEY

---

I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED:  
CITY CONTROLLER

---

Labor Relations

APPENDIX C

MEMORANDUM OF UNDERSTANDING

UNIT PLACEMENT

The City of Lansing, Local 2256 of the UAW, and Teamsters, Local 580 signed an agreement, the terms of which were effective August 15, 1988, which realigned several positions between the two bargaining units and designated representation for some positions which were formerly unrepresented. The parties' action was intended to eliminate disputes related to whether these positions were in bargaining units with which they shared the same community of interest. This memorandum summarizes the terms of that agreement, as it relates to Local 2256 of the UAW. (For more complete information the actual agreement should be consulted.)

1. All positions realigned by virtue of the cited agreement were to be transferred to the new bargaining unit at such time as the incumbent in the position on August 15, 1988 vacates the position. In the interim, both the identified positions and the incumbents will be represented by the bargaining unit which exerted jurisdiction on and before August 15, 1988.

2. The following positions were represented by the Teamsters on and before August 15, 1988, and are to be transferred to the UAW upon vacation of the incumbents holding the positions on that date:

Parking Maintenance Worker 200 (Meter Collector 21)  
Auto Parts Coordinator 25  
Lead Parking Equipment Technician 28  
Forestry Worker 02/400 (Lead Forestry Worker 28)  
Senior Mechanic 28  
Wastewater Maintenance Worker 04/600 (Utility Mech 28)

3. The following positions were represented by the UAW on and before August 15, 1988, and are to be transferred to the Teamsters upon vacation of the incumbents holding the positions on that date:

Lead Mechanic IVB  
Drafting Assistant IIIA  
Program Leader IIIA  
Program Recreation Leader IVA  
Crafts Instructor IB  
Creative Arts Instructor IIIA

4. The position of Helicopter Technician 33, which was previously unrepresented, became affiliated with the UAW, effective August 15, 1988.

5. The Teamsters confirmed that the following positions, which had been



disputed, were appropriately placed in the UAW bargaining unit:

- Wastewater Plant Operator 400 (Plant Operator IIIAB)
- Wastewater Plant Operator 02/400 (Plant Operator IV)
- Wastewater Plant Operator 04/500 (Plant Operator IVA)
- Wastewater Plant Operator 03/500

6. Several special terms and conditions were negotiated for the laid off Program Leaders, IIIA, we well, but those terms have been satisfied as of the date of this memorandum of understanding.

In witness whereof, the parties have set their hand this \_\_\_\_\_day of March 1990.

FOR THE UNION:

FOR THE CITY:

BY ITS MAYOR:

\_\_\_\_\_  
BILLY D. MENDENALL

\_\_\_\_\_  
TERRY J. MCKANE

BY ITS CLERK:

\_\_\_\_\_  
JAMES D. BLAIR

\_\_\_\_\_  
APPROVED AS TO FORM BY  
CITY ATTORNEY

\_\_\_\_\_  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED, CITY CONTROLLER

---

LABOR RELATIONS

APPENDIX D  
MEMORANDUM OF UNDERSTANDING  
REGARDING  
PERSONNEL PROCEDURE 27

During the 1990 contract negotiations between the Teamster Supervisory and Clerical, Technical and Professional bargaining units and the City of Lansing, the City's personnel selection process was discussed. At that time it was determined that the City would modify the procedure to address several of the concerns raised by the bargaining unit.

During the course of this agreement, either party may advise the other party of problems arising out of the implementation of the above mentioned procedure. All disputes unresolved shall be the subject of a special conference with management making the final determination for resolution.

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1991.

FOR THE UNION:

FOR THE CITY  
BY ITS MAYOR:

\_\_\_\_\_  
BILLY D. MENDENALL

\_\_\_\_\_  
TERRY J. MCKANE

BY ITS CLERK:

\_\_\_\_\_  
JAMES D. BLAIR

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED:

CITY CONTROLLER

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LABOR RELATIONS

APPENDIX E

COMMUNICATION CENTER SUPERVISOR  
SHIFT SELECTION PROCEDURE

Shift selection for Communication Center Supervisors will be awarded for cycles beginning the first Saturday in January, the first Saturday in May and the first Saturday in September. Shift selection will begin no later than 30 calendar days prior to the beginning of the next cycle.

The Director of the Communication Center or designee will determine the shift assignment for probationary supervisors during the probationary period. This assignment may displace the least senior supervisor from the affected shift. The probationary supervisor will spend time on all three shifts during the six month probationary period for orientation purposes. The orientation assignment spent on each shift shall not exceed four (4) consecutive weeks.

Non-probationary supervisors will be awarded shift selection according to bargaining unit seniority.

Communications Center supervisors with identical seniority dates will break ties for shift preference by lot.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE UNION

FOR THE CITY  
BY ITS MAYOR:

\_\_\_\_\_  
George Warner  
Secretary-Treasurer

\_\_\_\_\_  
David Hollister

BY ITS CLERK:

APPROVED AS TO FORM BY:  
CITY ATTORNEY

---

I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED:  
CITY CONTROLLER

---

Labor Relations

APPENDIX F  
MEMORANDUM OF UNDERSTANDING  
REGARDING  
COMMUNICATION CENTER SUPERVISORS

During the 1990 contract negotiations between the Teamster Supervisory bargaining unit and the City of Lansing, the Communication Center Supervisor shift selection process was discussed. At that time it was determined that the City would modify the procedure to address several of the concerns raised by the bargaining unit.

During the course of this agreement, the procedure outlined on September 5, 1990 governing shift selection for the Communication Center Supervisors may not be changed unilaterally.

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1991.

FOR THE UNION:

FOR THE CITY  
BY ITS MAYOR:

\_\_\_\_\_  
BILLY D. MENDENALL

\_\_\_\_\_  
TERRY J. MCKANE

BY ITS CLERK:

\_\_\_\_\_  
JAMES D. BLAIR

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
CERTIFICATION OF AVAILABLE  
FUNDS BY CITY CONTROLLER

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LABOR RELATIONS



## APPENDIX G

### PLANT OPERATION SUPERVISORS WASTEWATER DIVISION

The following is the general policy of the Wastewater Division for overtime equalization of the Plant Operation Supervisors.

1. The overtime hours of all Plant Operation Supervisors will be updated and posted at least weekly. Plant Operation Supervisors will maintain a daily record of overtime, and the Senior Plant Operation Supervisor will update the weekly list accordingly.
2. The updated daily list will be used in determining the low overtime person. Whenever overtime is required, the person with the least number of overtime hours will be called first, and so on down the list in an attempt to equalize the overtime hours.
3. If the employee is unavailable to work the required overtime, he/she will be charged the number of overtime hours (as defined in #6) of the employee working during that period. Except, in the event that all employees refuse or are unavailable for the overtime and the employee with the lowest overtime hours is required to work the overtime. In this case only the low overtime employee will be charged for the hours.

On January 1 of each year, a new accumulation of overtime hours shall be started by subtracting the lowest individual overtime total from each employee's annual total.

4. Overtime scheduled in advance to be worked during the week of record (Monday through Sunday) will be included in the employee's overtime hours during that week in determining the low overtime person.
5. The overtime hours to be used for the purpose of pre-scheduling will be the hours the employees have on the day that the pre-scheduling is completed taking into consideration Item 4 above.
6. All overtime hours will be posted on the basis of straight time hours paid. Example: an eight hour overtime shift available at time and a half will be charged 12 hours; double time would be 16 hours.
7. When an employee is off on paid leave of four (4) or more hours, they will be considered unavailable for overtime from the time they depart the plant site at the end of their last scheduled work shift until they return at the beginning of their next scheduled work shift. Scheduled non-pay days off adjacent to the paid leave will be considered as part of the paid leave

period. Employees will not be contacted for available overtime during this paid leave period, nor will they be charged for being unavailable. You may be contacted during the paid leave period if an overtime shift cannot otherwise be filled. If the overtime is refused or the employee cannot be reached for the overtime, it will not be charged. If the overtime is worked, any hours worked will be charged.

8. The work week will be Monday through Sunday with the work day beginning at midnight for all shifts.
9. New personnel or transfers into a supervisory position, when they are designated available to work overtime, will be assigned overtime hours equal to those of the supervisor having the highest number of overtime hours.
10. Persons on workers compensation, disability leave, or other leave of absence will not be contacted or charged for the overtime during the period of leave. Upon return to work, and being designated available for overtime, the employee will be assigned the hours equal to the high overtime supervisor.

APPENDIX H

MEMORANDUM OF UNDERSTANDING  
REGARDING  
PLANT OPERATION SUPERVISORS-WASTEWATER DIVISION

During the 1990 contract negotiations between the Teamster Supervisory bargaining unit and the City of Lansing, the Wastewater Plant Operation Supervisors overtime procedure was discussed. At that time it was determined that the City would modify the procedure to address several of the concerns raised by the bargaining unit.

During the course of this agreement, the procedure outlined on September 5, 1990 governing the overtime procedure for the Wastewater Plant Supervisors may not be changed unilaterally.

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1991.

FOR THE UNION:

FOR THE CITY  
BY ITS MAYOR:

\_\_\_\_\_  
BILLY D. MENDENALL

\_\_\_\_\_  
TERRY J. MCKANE

BY IT CLERK:

\_\_\_\_\_  
JAMES D. BLAIR

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
CERTIFICATION OF AVAILABLE  
FUNDS BY CITY CONTROLLER

\_\_\_\_\_  
LABOR RELATIONS DEPARTMENT

APPENDIX I  
DETENTION OFFICERS SHIFT SELECTION

Shift assignments for Detention Officers will be selected according to

seniority within the Detention Unit.

Two seniority lists will be maintained; male and female. A minimum of two males and two females shall be assigned to a shift. Detention Officers will be required to submit their choice of shifts as first, second and third picks.

The parties agree, during the term of this contract to meet and discuss alternative work schedules and staffing requirements for Detention Officers.

Shift selections will be completed no later than 3 weeks prior to the beginning of the next cycle. Cycles will be established as: the last Saturday in November to the first Saturday in March; the first Saturday in March to the last Saturday in May; the last Saturday in May to the first Saturday in September; the first Saturday in September to the last Saturday in November.

Detention Officers on probation can be rotated on shifts for a period of not less than one 28-day work cycle until completion of one year. Detention Officer's probationary period is nine months.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1995

FOR THE UNION

FOR THE CITY  
BY ITS MAYOR:

\_\_\_\_\_  
Michael Parker

\_\_\_\_\_  
David Hollister

BY ITS CLERK:

\_\_\_\_\_  
Marilynn Slade

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED: FINANCE DIRECTOR

---

LABOR RELATIONS

APPENDIX J

LETTER OF UNDERSTANDING  
REGARDING  
JOINT LABOR MANAGEMENT COMMITTEE

The International Brotherhood of Teamsters, Chauffeur & Warehouseman, Local 580 and the City of Lansing have agreed to establish Joint Labor Management Committees at the Public Service Operations and Maintenance Division, Parks and Recreation Grounds and Landscape Division, and or any other units that the parties mutually agree to; and to maintain the current committee at the Waste Water Treatment Plant.

These committees shall cooperatively resolve matters of concern, share information, and provide an opportunity to explore innovative alternatives in mutually selected issue areas in a non-confrontational atmosphere.

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

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

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

FOR THE UNION

FOR THE CITY  
BY ITS MAYOR:

---

Michael Parker

---

David Hollister

BY ITS CLERK:

---

Marilynn Slade

---

APPROVED AS TO FORM BY:  
CITY ATTORNEY

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I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED: CITY CONTROLLER

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LABOR RELATIONS

APPENDIX K

MEMORANDUM OF UNDERSTANDING  
between the  
CITY OF LANSING  
and  
TEAMSTER LOCAL #580

AFFIRMATIVE ACTION

The Union and the City shall establish a Joint Labor-Management Committee in order to ensure that protected group members have equal access to employment opportunities with the City of Lansing.

The committee shall:

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

2) Recommend changes in any of these practices which create a barrier to recruiting, hiring and promoting protected group members;

3) By so participating in the committee, neither the Union nor the City waives any statutory or contractual right.

The City of Lansing agrees to indemnify and save harmless the Teamsters Local #580 union from and against all claims or suits based upon this Memorandum of Understanding and its implementation.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE UNION

FOR THE CITY  
BY ITS MAYOR:

\_\_\_\_\_  
Michael Parker

\_\_\_\_\_  
David Hollister

BY ITS CLERK:

\_\_\_\_\_  
Marilynn Slade

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
I HEREBY CERTIFY FUNDS HAVE BEEN  
APPROPRIATED: CITY CONTROLLER

\_\_\_\_\_  
LABOR RELATIONS

APPENDIX L  
ON-CALL PAY  
PUBLIC SERVICE DEPARTMENT  
OPERATIONS & MAINTENANCE  
SPECIFIC TO  
SUPERVISORS IN SEWER CREWS #8, #9, #10

Effective upon ratification of the parties 2003 - 2007  
collective bargaining agreement by both parties (August 12, 2003)

An employee assigned as a regular part of his/her duties to be available to return to duty within a specified period of time (on-call) shall remain available through a pre-arranged means of communication and shall respond within the specified time period.

The employee shall be compensated at a rate of one (1) hour of straight time pay for each eight (8) hours of on-call duty, or major portion thereof which is greater than six (6), but only in the event that he/she is not required to return to duty.

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.



FOR THE UNION

FOR THE CITY  
BY ITS MAYOR

\_\_\_\_\_  
George Warner  
Secretary-Treasurer

\_\_\_\_\_  
Tony Benavides

BY ITS CLERK:

\_\_\_\_\_  
Michael Parker  
Business Representative

\_\_\_\_\_  
Deborah K. Miner

\_\_\_\_\_  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

\_\_\_\_\_  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

\_\_\_\_\_  
Labor Relations

SALARY WAGE SCHEDULE

wages

wages

wages

wages

wages

wages



wages

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wages

wages



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SUMMARY OF TENTATIVE AGREEMENT  
Between the  
CITY OF LANSING  
And  
TEAMSTERS LOCAL 580 SUPERVISORY UNIT

The parties' new collective bargaining agreement shall be the same as the parties' old collective bargaining agreement (in effect from February 1, 2003 – January 31, 2007) except as amended by the following changes to the collective bargaining agreement:

1. ARTICLE 24 – CONTRACT TERM:

The parties agree to a five (5) year contract to be in effect from February 1, 2007 through and including January 31, 2012.

2. WAGES/PAY SCALE:

Amended to provide the following increases to the hourly wage rates or cash payment as specified below, effective the pay period beginning on or immediately following:

February 1, 2010:	\$750.00 cash signing bonus
February 1, 2010:	1.75% increase hourly wage
February 1, 2011:	1.25% increase hourly wage

Add an additional two (2) steps at the bottom of the pay scale (the new step 1 will be 10% less than the existing step 1 and the new step 2 will be 5% less than the existing step 1; the existing steps will be renumbered).

3. ARTICLE 23 – RETIREMENT PENSION: (Effective the pay period beginning on or immediately following 2/1/10)

Increase 1.6 factor to 1.8; City and the member to equally share the cost at the actuarially determined rate from study (.849%)

4. ARTICLE 7, SECTION 3 – HOSPITAL, MEDICAL, SURGICAL INSURANCE: (Effective as soon as vendors can make plan changes)

- Blue Care Network will no longer be offered as an option.
- Monthly Premium Share – BCBS Community Blue PPO1: \$200/500/650 annually.
- Monthly Premium Share – PHP: \$200/500/650 annually.
- Prescription Co-Pays: \$10/20/40 (BCBS) and \$15/25/50 (PHP) or if the City obtains a Prescription Benefit Manager, \$10/20/40 under either plan.

- Mail Order Prescription Drug Rider: MOPD2x (90 days w/2 co-pays)
  - Retail 90 Rider: 90 days w/2 co-pays.
  - Mandatory Generic Rider: unless approval is received, an individual must accept the generic version of brand name drugs or pay the brand name co-pay plus the difference in cost between the generic and brand name drug.
  - Healthcare Co-pays: \$20 Office/Urgent Care Visit, \$50 Emergency Room Visit (waived if admitted to hospital).
  - Employer may offer an alternate health insurance plan whose cost is sufficiently lower than the BCBS plan to eliminate the premium cost sharing and result in savings to the City. Employee participation is voluntary. Employer will consider any alternate plan present by the Union which meets the same cost parameters.
  - \$75.00 Health Care Risk Assessment rebate one time per year for each covered member.
  - City employees married to City employees are entitled to one coverage only and are not entitled to opt-out payment.
  - Retiree Healthcare Monthly Premium Share: 1% of annual pension benefit capped at \$200/500/650 annually.
  - Retiree Healthcare: new employees hired after ratification will vest for retiree healthcare coverage after twenty-five (25) years of service.
5. ARTICLE 7, SECTION 5 – DENTAL INSURANCE COVERAGE: (Effective as soon as vendors can make plan changes)
- Increase the maximum benefit for Class I and II services from \$800 to \$1500
  - Increase the maximum benefit for Class IV (Orthodontic) services from \$1,000 to \$3,000.
6. ARTICLE 12, SECTION 9 – CALL-BACK: (Effective 2/1/10)
- Phone time paid for actual time.
  - Come In: Status Quo
  - On Call: One and one-half (1-1/2) hours pay for each day or any portion of the day. No change to current Appendix L of the Contract.
7. ARTICLE 15 – VEHICLES: (Effective 2/1/10)
- The City will determine employee vehicle assignment and commuting privileges and will provide IRS mileage reimbursement for any miles traveled related to call-backs.
8. ARTICLE 11 – GRIEVANCE PROCEDURE:
- The City and the Union agree to make changes to the arbitrator list.

9. ARTICLE 14 – CLASSIFICATIONS/REORGANIZATION:

The City will issue a Request for Proposals from compensation firms (currently, we are contractually limited to using the Hay Group).

10. ARTICLE 6, SECTION 1 – PERMANENT TRANSFER: (Effective 2/1/10)

Replace method of signing job postings with an internal job application on which employees state their qualifications for the position.

11. ARTICLE 19 – EDUCATION & TRAINING: (Effective 2/1/10)

Maximum reimbursement rate per bargaining unit member shall increase from \$250.00 to \$400.00 per fiscal year.

12. ARTICLE 12, SECTION 3 – COMPENSATORY TIME: (Effective 2/1/10)

Earned compensatory time will be paid at the employee's authorized regular rate of pay up to a maximum of eighty (80) hours.

13. ARTICLE 7, SECTION 1 – BEREAVEMENT TIME: (Effective 2/1/10)

- Aunt, Uncle, Niece, and Nephew: Employee will be entitled to use a maximum of one (1) work day with pay, not to be deducted from accumulated sick leave.

14. ARTICLE 20 – PARKING/TRANSPORTATION SUBSIDY: (Effective 2/1/10)

\$18.00 maximum cost for North Capitol Ramp. Item will reopen for discussion if North Capitol Ramp is sold.

15. “ME TOO” CLAUSE

For any lower healthcare premium share contribution and/or greater economic increases negotiated with the UAW Local 2256 City employees using base costs.