

6/30/99

AGREEMENT BETWEEN

THE CITY OF EAST LANSING, MICHIGAN

AND

**THE EAST LANSING INDEPENDENT
EMPLOYEES UNION**

East Lansing, City of

July 1, 1994 - June 30, 1999

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Agreement is entered into on the 4th day of June, 1996, between the CITY OF EAST LANSING, MICHIGAN (hereinafter referred to as the "City") and the EAST LANSING INDEPENDENT EMPLOYEES' UNION (hereinafter referred to as the "Union").

Nothing contained within this Agreement is retroactive unless specifically provided for within the Agreement.

ARTICLE 1

PURPOSE AND INTENT

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

The parties recognize that the interests of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. The City and the Union jointly agree to perform faithfully the obligations imposed by this Agreement.

ARTICLE 2

EMPLOYER'S RIGHTS

The City on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, and the East Lansing Code and any modifications made thereto except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the City shall be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are limited by this Agreement 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 determinations of quantity and quality of services to be rendered;
- (b) To introduce new equipment, methods, machinery or change or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased.
- (c) To determine the size of the work force and increase or decrease its size;
- (d) To hire, assign, and permanently or temporarily lay off employees;
- (e) To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Public Works Department; however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining;
- (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 classifications;
- (h) To discipline and discharge employees for just cause;

- (i) To adopt reasonable working rules not inconsistent with this Agreement provided, however, that the reasonableness of a work rule shall be subject to the grievance procedure; and
- (j) To select employees for promotion or transfer.

The City shall, in the exercise of its management rights, comply with whatever its legal obligations.

ARTICLE 3

RECOGNITION

3.1 The Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the City included in the bargaining unit which shall consist of all hourly-rated employees of the Public Service Division of the Department of Public Works and Environmental Services exclusive of clerical employees, meter technicians, supervisory and executive personnel.

3.2 Recognition

The City recognizes the Union as the exclusive representative of all public employees in this unit, as defined above, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

3.3 Aid to Other Unions

The City agrees that during the term of this Agreement it will not promote, aid or finance any other Union nor will it engage in collective bargaining with any employee or other union representing the employees to whom this Agreement applied.

3.4 Part-Time and Temporary Employees

Temporary employees are employees hired on a temporary basis through an employment service, shall be defined as employees hired to work sixty-five (65) working days or less during any one (1) calendar year. A calendar year is defined as January 1 through December 31.

Temporary employees:

1. May be hired at the discretion of the City to augment the work force.
2. May be assigned to a particular activity which requires the employee to be held over and to work longer than eight (8) hours in a day or forty (40) hours in a week and may, at the discretion of the City, work the required

overtime.

3. Except as provided in 3.4(2) above, are not eligible for overtime or call-in assignments unless all available bargaining unit members are provided the opportunity first.
4. Shall not be employed when bargaining unit employees are on layoff.
5. Shall not be used for the purpose of avoiding the filling of a full-time bargaining unit position where such position is duly authorized and budgeted by the City, or for the purpose of avoiding a promotion.
6. Shall be compensated by wages and statutorily required benefits only and such wages shall not exceed the beginning salary rate for the PSE position.
7. Who replace a regular full-time employee on an approved leave of absence shall be considered a substitute employee and the provisions covering temporary employees shall not be applicable.
8. Are not considered part of the bargaining unit.

The City will provide advance notice to the Union when it intends to employ temporary employees, in what Division it intends to employ them and for what duration.

In the event that the City employs a temporary employee(s) in excess of sixty-five (65) working days in any one period of time, said employee(s) shall be eligible for all benefits, wage rates, and be covered fully by all the terms and conditions of this Labor Agreement.

Notwithstanding any of the provisions of this Agreement, temporary employees shall not accrue benefits under this Agreement, and shall not accrue seniority, and their time as a temporary employee shall not be counted as part of any probationary period.

If, during the term of this contract, the City employs part-time employees, regardless of the number of hours worked per week, the City will, upon request, meet with the Union concerning the applicable wages, hours, and working conditions of these part-time employees.

3.5 Gender

The use of a specific pronoun referring to gender has no particular significance as it is intended to apply equally to males and females.

ARTICLE 4

UNION SECURITY REQUIREMENTS OF UNION MEMBERSHIP

4.1 Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

4.2 Eligible employees hired or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, within thirty-one (31) days after completion of their probationary period as defined in 10.1 of this Agreement, to become members of the Union, or to pay to the Union each month a service charge in an amount equal to the regular monthly dues.

4.3 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union, providing they have completed their probationary period, or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement on or before the thirtieth (30) day following such effective date.

4.4 Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of the membership dues. Employees shall be deemed to have complied with the requirements of this Section if they are not more than thirty (30) day in arrears in payment of the service charge.

4.5 Employees who fail to comply with the requirements of this Article shall be discharged by the City within thirty (30) days after receipt of written notice to the City from the Union.

4.6 The Union shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability as may arise out of or by reason of action taken by the City pursuant to the provisions of this Article.

ARTICLE 5

DUES CHECK-OFF

The City shall collect Union dues from all employees within the bargaining unit who are members of the Union and who have executed the following authorization for check-off of dues form:

To: _____
City of East Lansing

I hereby request and authorize you to deduct from my earnings, one of the following:

() An amount established by the Union.

or

() An amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to the duly elected Treasurer of the East Lansing Independent Employees' Union.

By: _____
Print Last Name First Name

Address (include Zip Code) Telephone

Department Classification

Signature Date

The City agrees to provide the Treasurer and President of the Union, within thirty (30) days from the date of this Agreement, the names and addresses of all the employees for whom Union dues are being deducted.

The City shall deduct that amount and in the manner, as noticed by the Union to the City,

the authorized Union dues and promptly remit the same to the Treasurer of the Union, together with the names and addresses of those who are added or dropped from the previous month's report. The City shall be free from any liability by reason thereof to those employees whose dues are so deducted. Dues shall be deducted by the City only on receipt of a properly executed payroll deduction authorization form of the type shown above. The City shall continue to deduct Union dues, upon receiving proper notice from the Union as to the amount and manner, until officially notified of a change by the Union Treasurer who is the sole authorized representative of the Union for the purpose of certifying the amount of such change.

ARTICLE 6

UNION RIGHTS

6.1 Work Rules

Any unresolved complaint as to the reasonableness of any new or existing work rule or regulation of any complaint involving discrimination in the application of any new or existing work rule or regulation may be resolved through the grievance procedure. A work rule is defined as a permanent department-wide written procedure not including normal operational procedures which may be implemented verbally (does not include the word regulations). The City shall give reasonable notice, in writing, to the Union President and General Counsel's office when any new work rule is implemented, and, will, upon the request of the Union, meet and confer with the Union regarding the new work rule.

6.2 Stewards

Employees shall be represented by Stewards who shall be regular Union officers working in the Public Works Department. In addition to the above Union officers, there shall be two (2) additional Stewards and a Chief Steward. In order for a Steward to be recognized by the City, the Union shall have first notified the City of the election in writing.

6.3 Divisions

The Divisions of the Department of Public Works shall be:

Streets
Sanitation
Parks
Mechanics
Sewers
Water

6.4 Investigation of Grievances

A Steward or Union officer, during his working hours, without loss of time or pay, may, with permission from his Manager, investigate, resolve and present grievances to the City. Time spent in this regard must be reasonable and will be devoted only to the prompt resolution of grievances. It is understood the Manager will allow time off as soon as possible.

6.5 Union Bargaining Committee

The Bargaining Committee of the Union will include no more than three (3) employees of the City that are in the unit. The Union will furnish the City Manager with a written list of the Union's Bargaining Committee at least one (1) week prior to the first bargaining meeting.

6.6 Bargaining Sessions

Employees on the Bargaining Committee who are scheduled for work at the same time a bargaining session has been agreed on by the negotiating parties will be released from work without loss of pay during the bargaining period and for a period of up to, but not to exceed, thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No employee will be given additional compensation for time spent in bargaining sessions which exceed their normal work day. However, employees on the Bargaining Committee who have been called back to work prior to the commencement of the work day or after their work day, shall receive the applicable call-in/overtime provisions of this labor agreement.

6.7 Union Bulletin Boards

The City will provide an enclosed bulletin board at Patriarch Park and the Public Works Building that may be locked and which may be used by the Union for posting notices of interest to the membership.

The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the President of the Union will be advised by the Department of Personnel and Human Relations of the nature of the dispute and the notices or bulletins will be removed from the bulletin boards until the dispute is resolved.

6.8 Release Time for Union Business

The City agrees to grant a total of sixty-four (64) manhours of paid release time per contract year for the purposes of attending to Union business for such bargaining unit employees as the Union President may designate. Excluded from this sixty-four (64) manhours per year of release time shall be time spent in negotiations.

Appropriate Union leave forms approved by supervision must be submitted to Department Payroll in order to be eligible for Union leave time.

6.9 Use of Facilities

The City will continue to cooperate with the Union concerning any requests for Union

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

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Statement of Purpose

The parties intend that this grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise between the parties.

7.2 Time Limits

There shall be a sincere desire on the part of each of the parties to settle grievances in the shortest possible time.

- (a) For the purpose of the grievance procedure, a day shall mean any day, Monday through Friday, but not to include a recognized holiday. A day shall not include the day in which a grievance is presented or appealed by the Union or Employer or on which the grievance is answered by the Employer.
- (b) Extensions of time limits will be by written mutual consent of both parties.
- (c) Unless there is a mutual agreement to the contrary, any grievance not presented or appealed by the Union, within the time limits established, shall be deemed settled on the basis of the City's original answer.
- (d) In the event the City does not answer the grievance within the time limit established, the grievance shall be deemed to be denied and, at the option of the Union, may be advanced to the next step in the grievance procedure.
- (e) A grievance presented at any step shall be dated and signed by the Union representative. Any answer given by the Employer to the Union shall be dated and signed by the Employer.
- (f) The parties, by mutual written agreement, may skip any step of the grievance procedure.

7.3 Definition of a Grievance

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any Memorandum of Understanding not in conflict with this Agreement.

7.4 Representation

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

7.5 Grievance Process

Step 1. Whenever a grievance arises, it shall first be discussed with the appropriate Supervisor who shall make an attempt to resolve it in accordance with this contract. If the grievance is not resolved in this manner, the aggrieved employee or the Union shall present the grievance in writing to the appropriate Manager. The grievance must be so presented within fifteen (15) work days after occurrence of the circumstances giving rise to the grievance or fifteen (15) work days from when the grievant should reasonably have known of the occurrence, not including the day of the occurrence.

The Manager will answer the grievance in writing within fifteen (15) work days of the date of the presentation of the grievance, not including the day of the presentation. The Manager may conduct a meeting with the grievant and Union if he so desires.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall present the grievance in writing to the Group Manager of Public Works with a copy to the Director of Personnel within fifteen (15) work days after the answer from the Manager. The Group Manager of Public Works shall conduct a meeting with the grievant and Union prior to answering the grievance.

The Group Manager of Public Works will answer the grievance in writing within fifteen (15) work days of the date of presentation of the grievance, not including the day of the presentation.

Step 3 Mediation. In the event the decision of the City is unsuccessful in facilitating a settlement of the dispute(s), the parties agree to proceed to mediation by contacting the Michigan Employment Relations Commission and requesting that a state mediator be assigned to assist them in settlement of the dispute. It is agreed that the mediation session(s) will be treated confidentially and minutes of meetings would not be available for use in any subsequent grievance arbitration.

In the event mediation is unsuccessful in facilitating a settlement of the dispute(s), the Union shall notify the City of its intent to arbitrate the grievance. This step will terminate one (1) day prior to the termination of the Collective Bargaining Agreement.

Step 4 Arbitration. Grievances may be submitted to arbitration in accordance with the following:

- (a) Upon receipt by the City of the notice of intent to arbitrate, the parties will attempt to agree upon the selection of an arbitrator and if they fail to agree within fifteen (15) calendar days, the Union shall, within twenty-five (25) calendar days of the date of its notice, submit the demand for arbitration form to the Michigan Employment Relations Commission, Bureau of Employment Relations, of its desire to arbitrate the grievance. Either party may reject a panel and request submission of a new panel. If the first panel is rejected, the second and subsequent panels will be from the Federal Mediation and Conciliation Service. The panel of arbitrators shall contain the names of seven (7) proposed arbitrators, all of whom are members of the National Academy of Arbitrators. Upon receipt of a satisfactory panel, the parties shall promptly meet and select an arbitrator from the panel by each alternately striking names therefrom until only one name remains.
- (b) The arbitrator shall be without power or authority to make any decision:
 - (1) Regarding any issues other than the issue(s) submitted to him;
 - (2) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;
 - (3) Changing, altering, or modifying any existing reasonable work rule presently established by the City, so long as such work rule is reasonable, not applied in a discriminatory manner, and does not conflict with this Agreement;
 - (4) Granting any increases or decreases in wages and/or other benefits that are not covered in this Agreement.

- (c) A grievance submitted to arbitration may be withdrawn only by mutual consent. A grievance so withdrawn may not be reinstated except by mutual consent.
- (d) There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees and on the Union.
- (e) Fees and expenses of the arbitrator shall be borne equally between the City and the Union. In the event that the parties desire a court reporter in attendance, one copy of a transcript shall be obtained with the cost shared equally by the City and Union. The City, upon request, shall make employees who are on duty available as witnesses. The President of the Union shall be allowed to attend all arbitration hearings without loss of pay or benefits. The arbitrator shall have full discretion to uphold or rescind disciplinary measures imposed by the City.

7.6 Election of Remedies

The City and the Union, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once the Union has elected to pursue a remedy by State statute or City ordinance for alleged conduct which may also be a violation of this Agreement, the Union, as the grievant, shall not have simultaneous resort to the grievance procedure and any grievance then being processed, with the Union as the grievant, shall be deemed withdrawn by the Union.

ARTICLE 8

SPECIAL CONFERENCES

8.1 Special Conferences

Special Conferences for important matters will be arranged between the Union and the City at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included on the agenda, unless both parties agree to include other items.

8.2 Meetings

No salary deduction will be made if an employee, Steward, or a three (3) member Union committee is called into a meeting during working hours at the request of the City or participating in a Special Conference. In the event the meeting or Special Conference continues beyond the employee's regular shift, the employee shall have the option of either leaving or remaining until the completion of the meeting or Conference without pay.

ARTICLE 9

DISCIPLINE PROCEDURE

9.1 General Requirement

In order to attain goals and objectives, the City of East Lansing will establish workable procedures for advising employees of their duties and responsibilities.

The City of East Lansing's expectations must be clearly delineated if employees are to be held accountable for carrying out assigned tasks. In cooperation with the East Lansing Independent Employees Union, the City and the Union have agreed to the concept that all bargaining unit employees, regardless of assignment, have the right to know exactly what is expected of them and have the responsibility for abiding by these rules.

These general requirements are designed to cover situations in which no deviations or exceptions are permitted and are applicable to all City of East Lansing employees represented by the East Lansing Independent Employees Union.

Employees who violate any general requirement(s) subject themselves to formal disciplinary action which may range from instruction and cautioning through discharge, with or without a disciplinary layoff. The specific type of disciplinary action taken in each instance depends on the nature of the employee's offense, the circumstances under which, and manner in which it was committed, and the employee's record.

General Requirement No. 1. Employees are required to report on time for work.

General Requirement No. 2. Unexcused absences are prohibited.

General Requirement No. 3. Excessive absenteeism is prohibited.

General Requirement No. 4. Insubordination is prohibited.

General Requirement No. 5. Traffic in and/or the consumption of and/or any one suffering from the immediate or after effects of dangerous drugs or alcohol while at work is prohibited.

General Requirement No. 6. Misappropriation or unauthorized use of City money, property, equipment or supplies is prohibited.

General Requirement No. 7. Gambling on City time or property, or during lunch or rest breaks is prohibited.

General Requirement No. 8. Inefficient, careless, inactive or unproductive work is prohibited.

General Requirement No. 9. Falsification of City records is prohibited.

General Requirement No. 10. Fighting, threatening or being disrespectful to other City employees or members of the public is prohibited.

General Requirement No. 11. Unsafe acts which can and/or do endanger the person or property of itself is prohibited.

General Requirement No. 12. Improper personal conduct is prohibited, inclusive of sexual or racial harassment and off duty misconduct such as convictions for crime, which prevents an employee from performing the job.

* * *

General Requirement No. 1. Employees are required to report on time for work.

Guideline 1.1 Employees that call before starting time, but report late to work (in addition to a pay adjustment).

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

Each employee shall be allowed one five (5) minute grace period per pay period. Additionally, each employee shall be allowed one fifteen (15) minute grace period per contract year. Use of a grace period shall be without deduction from compensation and without discipline being imposed.

Guideline 1.2 Employees that do not call before starting time and report late for work up to two (2) hours (in addition to a pay adjustment).

General Requirement No. 2. Unexcused absences are prohibited.

Guideline 2.1 Failure to report your absence within two (2) hours of the scheduled starting time is an unexcused absence.

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

Guideline 2.3 Taking lunch and/or rest breaks at times other than specified by the immediate supervisor without permission and/or failure to secure proper permission to leave your assigned duty during working hours and/or leaving work area early except for other than job-related activities.

General Requirement No. 3. Excessive absenteeism is prohibited.

Guideline 3.1 Absenteeism shall be considered excessive when an employee has four (4) or more occurrences* (includes sick leave with pay, sick leave without pay, and/or unpaid leaves of absence) in a one (1) calendar month period.

Absenteeism will also be considered excessive when an employee has eight (8) or more occurrences in a six (6) calendar month period. The circumstances of absenteeism will be reviewed on an individual basis with the employee by the division superintendent.

* An occurrence is considered to be one (1) or more consecutive periods of time off exclusive of pre-arranged doctor or dentist visits.

General Requirement No. 4. Insubordination is prohibited.

Guideline 4.1 Refusal to do work as assigned.

Guideline 4.2 Taking vacation time, excused absence and/or leave of absence after having time refused by a supervisor. Time will be considered unexcused leave without pay.

Guideline 4.3 Failure to wear issued uniform as described in department policy.

General Requirement No. 5. Traffic in and/or the consumption of any/or anyone suffering from the immediate or after effects of dangerous drugs or alcohol at work is prohibited.

Guideline 5.1* Use or possession of alcohol or drugs while on City time or being impaired from properly performing ones job due to the use of drugs or alcohol.

*Group "B" offense, starting at third offense (3 days/10 points) for first offense.

Guideline 5.2 Sale of narcotics on City premises.

General Requirement No. 6. Misappropriation or unauthorized use of City money, property, equipment or supplies is prohibited.

Guideline 6.1 Unauthorized use of minor City equipment or property.

Guideline 6.2 Theft of City property valued at less than \$100.00.

Guideline 6.3 Unauthorized use of major City equipment.

Guideline 6.4 Theft of City property valued at \$100.00 or more.

Guideline 6.5 Posting or removal of notices, signs, written or printing matter of any time on the bulletin boards on the City's property without permission from the City, except as provided by the Agreement.

Guideline 6.6 Accidentally* misusing, destroying or damaging minor department property or that assigned to another department employee.

Guideline 6.7 Deliberately misusing, destroying or damaging minor department property or that assigned to another department employee.

Guideline 6.8 Accidentally* misusing, destroying or damaging major items of departmental property or that assigned to another department employee.

Guideline 6.9 Deliberately misusing, destroying or damaging major items of departmental property or that assigned to another department employee.

Guideline 6.10 Failure to observe traffic regulations on departmental property.

* Accidents caused by the negligence of another will not subject an employee to disciplinary action.

General Requirement No. 7. Gambling on City time or property or during lunch or rest breaks is prohibited.

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

General Requirement No. 8. Inefficient, careless, inactive or unproductive work is prohibited.

Guideline 8.1 Sleeping on the job during work hours.

Guideline 8.2 Wasting time, loitering or inattention to duty while assigned on a job.

Guideline 8.3 Unauthorized persons, such as friends, relatives and social acquaintances are not permitted to frequent City employee work stations during working hours, excepting as members of organized and official approved visitor groups.

Guideline 8.4 Failure to report on an accident by the end of the work shift and personal injury or major accident immediately.

Guideline 8.5 Failure to report breakdowns by the end of the work shift.

General Requirement No. 9. Falsification of City records is prohibited.

Guideline 9.1 Being employed while on sick leave or workers compensation.

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

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

General Requirement No 10. Fighting, threatening or being disrespectful to other City employees or members of the public is prohibited.

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

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

Guideline 10.3 Intimidating, coercing and interfering with a supervisor and/or employee.

Guideline 10.4 Threatening physical harm, fighting and/or striking a supervisor and/or employee. (Requires immediate suspension and a formal review by the department to determine the degree of disciplinary action to be taken).

Guideline 10.5 Threatening, intimidating, coercing or interfering with fellow

employees.

Guideline 10.6 Carrying or having on City property unauthorized weapons.

General Requirement No. 11. Unsafe acts which can and/or do endanger persons or property is prohibited.

Guideline 11.1 Contributing to unsafe working conditions by leaving equipment and/or trash in improper areas and/or failure to observe parking or traffic regulations.

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

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

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

Guideline 11.5 Major chargeable accident after full investigation, i.e. one in which there is a bodily injury caused by negligence of employee.

Guideline 11.6 General horseplay and scuffling at any time while on City property or on a work site.

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

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

General Requirement No. 12. Improper personal conduct is prohibited, inclusive of sexual or racial harassment, and off-duty misconduct such as conviction for a crime, which prevents an employee from performing their job.

9.2 Levels of Discipline

AA. The following guidelines are considered group "AA" offenses:

1.1		3.1					8.2			11.6
							8.3			

The following disciplinary steps shall result from violations of group "AA":

Time	Discipline	Points
First Offense	Counseling	0.5
Second Offense	Verbal	1.0
Third Offense	Written	3.0
Fourth Offense	One Day	5.0
Fifth Offense	Three Days	10.0
Sixth Offense	Ten Days	15.0
Seventh Offense	Discharge	---

Any disciplinary action of group "AA" which is recorded in an employee's personnel file shall be removed after a period of six (6) months provided, however, that there has been no unsatisfactory conduct for which additional disciplinary action is or has been taken under group "AA" offenses.

A. The following guidelines are considered group "A" offenses:

1.2	2.1		4.3		6.1	7.1			10.1	11.1
	2.3				6.5					11.2
					6.6					11.8
					6.10					

The following disciplinary steps shall result from violations of group "A":

Time	Discipline	Points
First Offense	Verbal	1.0
Second Offense	Written	3.0

Time	Discipline	Points
Third Offense	One Day	5.0
Fourth Offense	Three Days	10.0
Fifth Offense	Ten Days	15.0
Sixth Offense	Discharge	---

Any disciplinary action of group "A" which is recorded in an employee's personnel file shall be removed after a period of nine (9) months provided, however, that there has been no unsatisfactory conduct for which additional disciplinary action is or has been taken under group "A" offenses.

B. The following guidelines are considered group "B" offenses:

	2.2		4.1	5.1	6.2		8.1	9.2	10.2	11.3
			4.2		6.7		8.4		10.3	11.4
					6.8		8.5		10.5	11.7

The following disciplinary steps shall result from violations of group "B":

Time	Discipline	Points
First Offense	Written	3.0
Second Offense	One Day	5.0
Third Offense	Three Days	10.0
Fourth Offense	Ten Days	15.0
Fifth Offense	Discharge	---

Any disciplinary action of group "B" which is recorded in an employee's personnel file shall be removed after twelve (12) months provided, however, that there has been no unsatisfactory conduct for which additional disciplinary action is or has been taken under group "B" offenses.

C. The following guidelines are considered group "C" offenses:

				5.2	6.3			9.1		11.5
								9.3		

The following disciplinary steps shall result from violation of group "C":

Time	Discipline	Points
First Offense	Ten Days	30.0
Second Offense	Discharge	---

Any disciplinary action of group "C" which is recorded in an employee's personnel file shall be removed after eighteen (18) months provided, however, that there has been no unsatisfactory conduct for which additional disciplinary action is or has been taken under group "C" offenses.

The following guidelines are considered group "D" offenses:

					6.4					
					6.9					

The following disciplinary steps shall result from violations of group "D":

Time	Discipline	Points
First Offense	Discharge	---

In addition, discipline for any offenses falling under Guideline 10.4 or General Requirement No. 12 shall be as determined appropriate based on the facts and circumstances of the offense. The normal discipline for Guideline 10.6 will be a group "B" offense but, depending on the facts and circumstances, may be deemed a group "C" offense or group "D" offense.

Any employee accumulating a total of thirty-five (35) points shall automatically be discharged.

The City and the Union have entered into a letter of understanding, attached hereto and made a part of this collective bargaining agreement reflecting the City's commitment to comply

- B. An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview. If the interview is the direct result of an official complaint received by the City about an employee's performance on the job, within three (3) working days of receipt of the complaint, the employee shall receive a copy of the complaint and shall be given an opportunity to respond to it before disciplinary action is taken.
- C. An employee is entitled to a pre-interview conference with his or her Union representative.
- D. The parties agree that any individual employee at any time may present grievances to the City and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Union has been given the opportunity to be present at such adjustment.

9.9 Disciplinary Actions by Guideline

GROUP "AA"	GROUP "A"	GROUP "B"	GROUP "C"	GROUP "D"
1.1	1.2			
	2.1 2.3	2.2		
3.1				
	4.3	4.1 4.2		
		5.1	5.2	
	6.1 6.5 6.6 6.10	6.2 6.7 6.8	6.3	6.4 6.9
	7.1			

GROUP "AA"	GROUP "A"	GROUP "B"	GROUP "C"	GROUP "D"
8.2 8.3		8.1 8.4 8.5		
		9.2	9.1 9.3	
	10.1	10.2 10.3 10.5 10.6*		
11.6	11.1 11.2 11.8	11.3 11.4 11.7	11.5	

* The normal discipline will be a group "B" offense but, depending on the facts and circumstances, may be deemed a group "C" offense or group "D" offense.

Guideline 10.4 and General Requirement No. 12 shall be as determined appropriate based on the facts and circumstances of the offense.

ARTICLE 10

SENIORITY

10.1 Definition of Regular Full-Time Employee

The term "regular full-time employee" means any employee who has been regularly appointed after serving a probationary period of one hundred twenty (120) full days actually worked within one (1) calendar year from the employee's initial date of hire as a full-time employee. When the employee completes the probationary period, he shall be entered on the seniority list of the unit and his seniority shall be computed on the basis of his initial date of hire as a full-time employee. There shall be no seniority among probationary employees. Probationary employees will not be used for scheduled overtime or call-in outside of their Division unless bargaining unit seniority employees are not available.

10.2 Representation of Probationary Employees

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 3 of this Agreement, except discharged or disciplined employees for other than Union activity.

10.3 Seniority and Ability to Perform the Work

Seniority, as defined in 10.5(a), and ability to perform the work of employees in the City Service shall be recognized as the controlling factors in the case of lay-offs and transfers. The City, subject to exception by the Union by utilizing the grievance procedure, shall be the sole judge of the question as to whether an employee has the ability to perform the work.

10.4 Performance Review

The City shall give each bargaining unit employee a written performance review once a year from the date of the employee's last change of status. The performance review shall be used as evidence for the following purposes:

- (a) For merit review;
- (b) To ascertain and evaluate the employee's ability to perform the work.

Written performance reviews do not constitute the only competent evidence of an employee's ability.

During the term of the Agreement, an Evaluation Review Process Committee will be formed with two (2) members selected by the City and two (2) members selected by the Union. The Committee will review the evaluation process currently in effect and make recommendations to the Union and City. The recommendations of the Committee will be used if agreed to by the City and the Union.

10.5 Seniority Provisions

Provisions pertaining to seniority under this Agreement are as follows:

- (a) Seniority. Seniority shall be computed as of the employee's last date of hire in the bargaining unit as a full-time employee.
- (b) The seniority list will show the name and classification and last date of hire in the bargaining unit, of all employees of the unit entitled to seniority.
- (c) The City will keep the seniority list up-to-date and will provide the Union President, at his request, with an up-to-date copy every six (6) months.

10.6 Loss of Seniority

An employee shall lose his seniority for the following reasons:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the City; in proper cases, exceptions shall be made. After such absence, the City will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

- (d) If he does not return to work when recalled from layoff as set forth in the recall procedures; in proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated as (c) above.
- (f) He retires.

10.7 Seniority Confirmation

An employee has thirty (30) days from the date seniority was applied to file a grievance concerning the application of seniority or such grievance shall be barred.

10.8 Maintenance of Seniority

Unit members who quit the City or are transferred outside the bargaining unit shall have their previously accrued seniority in the unit frozen while outside the unit. When openings occur within the bargaining unit, these former employees shall have return rights in the unit, however, upon return, the previously accrued seniority will not be attached until the former unit employee has been employed within the bargaining unit for three (3) years from the date of his/her return.

Upon reaching the three (3) year return, all previously accrued unit seniority will be attached for all purposes under the parties' Collective Bargaining Agreement.

Former employees who return may retire, however, if the former employee elects to retire within three (3) years of his or her return to the unit, his or her retirement benefit will be based on the prior plan which the employee was under, if any, preceding the employee's return to the unit. After returning to the unit for three (3) years, employees may elect to retire under the unit's retirement plan.

Former employees who return to the unit shall be paid at the pay grade in the bargaining unit closest to the pay grade the former employee was being paid immediately preceding his or her return to the unit or the same pay grade that the former employee was on at the time he or she quit or was transferred out of the unit.

ARTICLE 11

LAYOFF

11.1 Definition

The word "layoff" means a reduction in the working force due to a decrease of work.

11.2 Layoff Procedure

If it becomes necessary for a layoff, the following procedure will be used. Temporary, non-unit part-time employees, unit part-time employees, and probationary employees will be laid off first. Full-time employees will be laid off according to seniority and ability to perform work. If an employee feels he has been laid off without proper regard to seniority and ability to perform the work, he may file a grievance.

11.3 Notice of Layoff

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The unit Secretary will receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

11.4 Seniority of Stewards

Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the department which they can perform and shall be recalled to work in the event of a layoff of the first open job in the department which they can perform.

The President, Vice-President, Secretary, Treasurer and Chief Steward shall, in the event of a layoff, be continued to work provided they can perform any of the work available.

ARTICLE 12

RECALL PROCEDURE

12.1 Recall

When the working force is increased after a layoff, employees will be recalled on the basis of their seniority and ability to perform the work.

12.2 Notice

Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail.

12.3 Failure to Report

If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 13

TRANSFERS

13.1 Notice of Opportunity

In the event of a newly created position or entry level vacancy within the unit, employees in this bargaining unit shall be given an opportunity to transfer within Divisions on the basis of seniority and the ability to perform the work. Employees who desire to transfer from one Division to another must do so using the City's application form within the time limits specified on the job posting. Lateral transfers may be made only with the consent of the Group Manager, who shall not unreasonably deny same. Notices of newly created positions or entry level vacancies shall be posted on the City and Union bulletin boards at least seven (7) calendar days prior to filling such position. A copy of the job posting will also be provided the Union President.

13.2 Application of Seniority

All Division transfers shall be acted upon before new employees are hired within the Department of Public Works.

13.3 Temporary Transfer/Assignment

The City agrees that in the event a Division is in need of an additional employee(s) for a limited period of time, generally not less than three (3) days nor more than six (6) months, the temporary transfer/assignment shall be accomplished as follows:

1. The City shall determine the Division and/or Divisions that will be used to supply the needed person power.
2. Employees who are on a voluntary list from that Division or Divisions shall be assigned to the Division which is in need of temporary assistance.
3. In the event there are not enough capable volunteers, the City shall assign the least senior employee capable of performing the work in question from the surplus division unless there exists a specialized need at which time the City may choose the least senior employee with the appropriate skill level from any Division.

13.4 Unforeseen Need

In the event an unforeseen need arises, the City may assign an employee or employees from one Division to another Division without regard to seniority and without following the procedures listed in Article 13, Transfers, Section 13.3, Temporary Transfer/Assignment, for a period of time not to exceed three (3) working days.

ARTICLE 14

JOB POSTING

14.1 Posting

Job vacancies or newly created positions within the bargaining unit will be posted on the City and Union bulletin boards within seven calendar (7) days after the position(s) becomes vacant providing the City has had at least one (1) week notice of vacancy and provided the City intends to fill the vacancy(ies). The notice shall set forth the qualifications for the position. Such notice shall remain posted for seven (7) calendar days before the job is filled and the City will, whenever possible, fill such job from present employees giving first consideration to qualifications for the job and applicable seniority. A vacant position or subsequent vacancies created by filling a vacancy for a given Division shall be posted once. All employees wishing to be considered for transfer to a given Division shall apply at the time of the initial posting.

14.2 Filling of the Job

The job or jobs will be filled within ten (10) work days after the posting period if qualified personnel are available or unless the position is to be left vacant. In such case, the City will provide the Union President the reasons why the position will not be filled.

14.3 Selection

Notification of the selection shall be made to the Union after approval by the City Manager.

14.4 Notice to the Union

Upon request of the Union, the City will provide a list of internal bargaining unit candidates for job vacancies or newly created positions within the bargaining unit.

ARTICLE 15

MILITARY LEAVE

15.1 Extended Leave

Employees who are inducted into the Armed Forces of the United States under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a leave of absence without pay for the period of service required by such original induction. The term of their original induction shall be included in the computation of their longevity benefits and seniority if applicable and if the employees meet the employment reinstatement requirements. 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 ninety (90) days after the date of military service discharge and provided that the City's circumstances have not changed so as to make it impossible or unreasonable to do so. In case of reenlistment, this Article shall not apply.

15.2 Short Tours of Duty

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. 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 the training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

15.3 Holidays Occurring During Temporary Military Leave

An Employee on full pay status shall be entitled to holiday pay for a designated holiday which occurs or is observed during the period of a temporary leave of absence. Military pay earned on a holiday shall not be considered in determining the amount of salary for the holiday.

ARTICLE 16

LEAVES OF ABSENCE

16.1 Without Pay

Two (2) leaves of absence without pay will be granted an employee without loss of seniority for reasonable periods, not to exceed one (1) year, for the following reasons:

- (a) Illness leave (physical or mental).
- (b) Prolonged illness in immediate family (spouse or child).

Such leaves may be extended by the City Manager for like cause. After the two (2) leaves of absences above, employees who are unavoidably absent because of illness or disability shall be considered to be on sick leave, provided they notify the Director of Human Resources of such illness or disability by telephone or letter within three (3) consecutive working days from the last date on which the employee worked, and provided further they furnish the City such proof of sickness or disability as the City may require.

When an employee has been on sick leave in excess of forty-five (45) work days, his job may be permanently filled by the City. Upon return of such employee and after proper clearance through the medical department, the City shall place said employee on a comparable job for which he/she is qualified, in the same or another occupational classification provided there is an opening. If no opening exists, the employee will be reclassified to a lower grade in his/her occupational classification where his/her ability, production, dependability and seniority will permit. If there is no requisition on file, the City shall offer said employee the best available job for which he/she is qualified in any other occupational classification and for which there is a requisition on file.

Any such employee who refuses to accept a job offered shall be considered as having quit without notice and shall cease to be an employee of the City.

If there is no requisition on file for any job for which such employee is qualified, he/she shall be placed on layoff status and shall be required to maintain such status the same as any other employee who has been laid off. In the event that this occurs, the provisions set forth in Article 11, Layoff, shall not be applicable except that the employee will be offered a temporary position if one exists at that time.

16.2 Other Leaves of Absence Without Pay

Leaves of absence, other than those listed above, must be requested by a written communication to the City and will not be granted without approval. Absence of an employee without permission of the City shall be without pay and may warrant disciplinary action if inconsistent with the terms of this Agreement. The employees must provide the City with a reasonably complete explanation for the requested leave so as to allow a judgment as to its validity within a reasonable period of time prior to the effective date of the requested leave. Misrepresentation of the facts regarding the requested leave may be sufficient for discipline including possible discharge.

The approval or denial of a leave-of-absence as specified in this section shall be at the discretion of the City and shall not be subject to the grievance procedure.

16.3 Benefits

An employee who is on a leave-of-absence without pay is not entitled to accrue benefits. Additionally, hospitalization, life and dental insurance shall not be provided at City expense for more than thirty (30) calendar days after an employee starts a leave-of-absence without pay.

No leave-of-absence may be granted until such time as an employee has exhausted the appropriate leave benefits.

16.4 Family and Medical Leave Act of 1993 (FMLA)

The Family and Medical Leave Act (FMLA) Policy of the City is attached hereto as Appendix A, setting forth the FMLA Policy adopted by the City. Leaves granted under this Article shall be in conjunction with leaves acquired under the FMLA.

ARTICLE 17

SICK LEAVE

17.1 Policy

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in cases of necessity and actual sickness or disability of an employee or as by this Agreement. See 17.5(a), Article 18, Article 21.

17.2 Procedure

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

17.3 Eligibility

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

17.4 Computation of Benefits

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

17.5 Division of Sick Leave Benefits

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

- (a) Regular Sick Leave Benefits. Four (4) hours of the eight (8) sick leave hours credited to an employee for each completed month of service shall be considered regular sick leave. Regular sick leave may be used for an absence due to illness or disability of the employee, in cases of illness of the employee's spouse and/or children, or for doctor or dentist visits.
- (b) Extended Sick Leave Benefits. Four (4) hours of the eight (8) sick leave hours credited an employee for each completed month of service shall be considered extended sick leave. Extended sick leave may only be used for an extended sick leave absence of eighty-one (81) work hours or longer and while the employee is receiving continuous medical care, at which time the employee's short term bank will be recredited from the employee's long term bank.

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

17.6 Proration

The City may either prorate an employee's regular and/or extended sick leave credits on twenty-six (26) payroll periods in a year or credit the employee on a monthly basis. It is understood this is an agreed method for sick leave crediting as long as the employee's accumulation of sick leave credits is not less than agreed to by the City and the Union under the provisions of this contract. An employee may use only those regular and/or extended sick leave hours accrued to him on his last payroll check.

17.7 Maximum Accumulation

Any unused portion of the earned regular sick leave or earned extended sick leave is accumulative. This accumulation may be carried over from year to year (unlimited accumulation). Once each year during the first payroll period in July, an employee may transfer any earned regular sick leave credits over eight (80) hours into his extended sick leave credit account. An employee may also transfer up to eight (8) hours over per year from extended sick leave credit account to regular sick leave credit account if the employee has three hundred twenty (320) or more hours in his or her extended sick leave credit account. Each July 1, an employee may also

transfer up to sixteen (16) hours over per year from extended sick leave credit to regular credit account if the employee has three hundred twenty (320) or more hours in his/her extended sick leave credit account. This request shall be in writing to the Group Manager.

17.8 Payment

Payment of one hundred (100%) percent of an employee's accumulated regular sick leave up to a maximum payment of fifteen (15) days (one hundred twenty [120] hours) and fifty (50%) percent of long-term sick leave to one hundred fifty (150) days (one thousand two hundred [1200] hours of which half is six hundred [600] hours). Long-term sick leave is one hundred fifty (150) days (one thousand two hundred [1200] hours) at one hundred (100%) percent if death occurs in the line of duty.

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

ARTICLE 18

WORKER'S COMPENSATION

18.1 Reporting

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

18.2 Full Pay for 45 Calendar Days

The City, in accordance with State law, provides Worker's Compensation if an employee is injured in the course of employment. The City agrees that an employee injured in the course of employment shall receive his or her regular wage rate for the day of the injury. For the next seven (7) calendar days, the employee shall receive his or her regular salary with fifty (50%) percent being from the employee's accumulated short term sick leave bank or other appropriate leave as specified in the collective bargaining agreement and fifty (50%) percent being a supplement from the City. From the eighth (8th) calendar day through the forty-fifth (45th) calendar day, the employee shall receive worker's compensation payments as prescribed by law. Additionally, the City shall supplement worker's compensation payments so that the employee receives 100% of his or her regular pay. In the event an employee injured in the course of employment is off work for fourteen (14) consecutive calendar days or longer, said employee will be credited back the leave time used for the first seven (7) calendar days of the injury.

18.3 Use of Leave Time

After the first forty-five (45) calendar days of compensation the amount of compensation provided by the City shall be deducted from the employee's accumulated leave. When the amount of the employee's accumulated leave has been depleted, the City will no longer pay the difference between worker's compensation and the employee's salary. An eligible employee will continue to accrue and receive benefits while receiving full compensation. When this period has elapsed, he or she shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this Article.

An employee on worker's compensation, who utilizes leave benefits and is eligible for and receives long-term disability payments, will have his/her leave benefits reduced so that the employee's total compensation under worker's compensation is no more than one hundred (100%)

percent of the employee's normal regular net income.

18.4 Simultaneous Payments

Simultaneous payment with Worker's Compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours any injury sustained by him, it shall be presumed that such injury resulted from his own negligence. All cases where negligence on the part of the employee injured is determined or presumed by the department head or City Manager may be appealed by such an employee to the Board of Appeals consisting of the Mayor Pro-tem and the City Attorney, and their decision shall be final.

18.5 Health Insurance

An employee who is receiving Worker's Compensation under the City's policy and the provisions of this Article and who has exhausted his sick leave benefits shall continue to be covered by the City's group health plan with payments made by the City at the same level of benefit the employee was at prior to the injury and as provided other full-time bargaining unit employees.

18.6 Assignment to Other City Departments

Employees on worker's compensation, with physician approved limited duty, may be assigned to other departments in the City during his/her limited duty status, however, notwithstanding this Section, no member of this bargaining unit will be assigned to perform unit work of another bargaining unit within the City where the other bargaining unit's agreement with the City may prohibit same.

ARTICLE 19

VACATION LEAVE

19.1 Procedure

The time at which an employee shall take his vacation shall be scheduled by the City with due regard to the wishes of the employee and with due regard for the needs of the service. Sufficient advance notice shall be given the City to allow it to make up the vacation schedules and to arrange the working schedules accordingly. The parties have agreed that sufficient advance notice for vacations of one (1) day or one-half (1/2) day shall be twenty-four (24) hours. If the requests are made prior to or at the start of the work shift the day before, sufficient advance notice shall be complied with. Requests for vacations longer than one (1) day should be made as far ahead as the number of days being requested.

Employees shall be allowed to use vacation leave to supplement sick time provided the employee conforms to the provisions of this Article, Article 17 and department rules. The City agrees to give priority to scheduling to employees who are ill.

19.2 Eligibility

All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein.

Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave-of-absence without pay. No employee shall be entitled to vacation leave credit until he shall have completed six (6) months of service at which time he will be credited with the number of hours in his average standard work week.

19.3 Computation of Benefits

The maximum amount of vacation leave earned per year for each regular full-time employee shall be as follows:

After the completion of one (1) year or more of service to the City, the employee shall be permitted thirteen (13) days of vacation leave. After the completion of five (5) years or more of service with the City, the employee shall be permitted fifteen (15) days of vacation leave; after ten (10) years or more of service to the City, eighteen (18) days of vacation leave; and after fifteen (15) years or more of service to the City, twenty-three (23) days of vacation leave; after

twenty (20) years or more of service to the City, twenty-four (24) days of vacation leave.

Employees hired into the unit, after July 1, 1988 shall have the following vacation schedule:

Years of Service	Days Off
One to five	10
Five to ten	12
Ten to fifteen	15
Fifteen to twenty	20
Twenty +	22

Vacation leave shall be computed from the first full working day of the employee. The City may either prorate an employee's vacation credit on twenty-six (26) payroll periods in a year or credit the employee on a monthly basis. It is understood this is an agreed method for vacation crediting as long as the employee's accumulation of vacation credits is not less than that provided for under the provisions of this collective bargaining agreement. If a legal holiday falls within the vacation period, an extra day will be allowed, except as specified in Article 20.

The amount of vacation leave charged to an employee during his leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Vacation shall be charged against an employee on not less than one (1) of his work-day units. Vacation leave may be used in four (4) hour increments if requested at least twenty-four (24) hours in advance.

19.4 Maximum Accumulation

Vacation leave may be accumulated on a month-to-month basis with a maximum accumulation of two (2) years.

19.5 Payment Upon Termination

If an employee leaves the service of the City before completing six (6) months of work, he will receive no vacation pay. An employee who has served over six (6) months shall be paid for any unused vacation due him when he leaves the City service for any reason whatsoever. In the event of a death of an employee, the payment for any unused vacation due him shall be paid to the beneficiary or heirs of the employee.

19.6 Pay Advance

If a regular pay day falls during an employee's vacation, he will receive his paycheck in advance before going on vacation provided he makes a request for his check two (2) weeks before the check is to be issued.

ARTICLE 20

HOLIDAY PROVISIONS

20.1 Designation of Paid Holidays

The following are designated as paid Holidays: New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day.

Four (4) additional holidays shall be designated as "Personal Leave Days." Personal leave request of less than four (4) hours require twenty-four (24) hours notice. Non-emergency requests for four (4) hours must be made at least four (4) hours in advance and requests in excess of four (4) hours shall be made in the same manner as vacation leave requests. Twenty-four (24) hour notice will be considered complied with if requests are made prior to or at the start of the work shift the day before. Four (4) hour notice will be considered complied with if requests are made at or before the start of the work shift on the desired day. Emergencies not covered by sick leave, legal emergencies, and emergencies affecting the safety or well-being of the employee or his/her family may be granted by the supervisor or manager without any advance notice if such approval is deemed appropriate by the supervisor or manager.

Personal leave may be used in minimum increments of a half or whole day. Personal leave may be used in one (1) hour increments if requested at least twenty-four (24) hours in advance.

20.2 Observance of Holidays

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

20.3 Qualification for Holiday Pay

To qualify for holiday pay, the employee must report for work on his regularly scheduled work day immediately preceding and immediately after the scheduled holiday, unless he is on vacation or is otherwise excused by his supervisor.

20.4 Termination

If an employee terminates his employment he will not receive pay for holidays occurring

after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

ARTICLE 21

FUNERAL LEAVE

21.1 Immediate Family

A maximum of five (5) days of funeral leave time with pay may be utilized for attendance at funerals of an employee's spouse or child. Extended sick leave time may also be utilized if additional time is needed over and above the specified days allowed.

21.2 Other Immediate Family

A maximum of three (3) days of funeral leave time with pay may be utilized for attendance at funerals of an employee's father, mother, sister, brother, father-in-law, mother-in-law, or grandparents of the employee. Regular sick leave time may also be utilized if additional time is needed over and above the specified days allowed.

21.3 Non-Immediate Family

Regular sick leave may be utilized for attendance at non-immediate family funerals. Specific permission will be needed in each individual case.

ARTICLE 22

HOSPITALIZATION, MEDICAL AND DRUG INSURANCE FLEXIBLE BENEFIT PLAN

22.1 Hospitalization - Medical Coverage

All regular, full-time employees covered by this Agreement are eligible for group Hospital, Medical and Surgical insurance coverage known as MVF II, with an ML 1890 rider, semi-private room privileges, Master Medical Option II, and \$2.00 co-pay prescription drug rider. Effective July 1, 1990, the Master Medical Option II, WeyCo Plan will be \$250/\$500 and the free office visit will be one (1). Effective January 1, 1992, the traditional Plan (WeyCo) shall be amended as follows:

- A. The Major Medical Option II will be for all medical charges and will be \$150 Individual/\$300 Family.
- B. The deductible will be waived if PPOM (Preferred Providers of Michigan) providers are used (\$5.00 PPOM Co-Pay only).
- C. Free office visits will be 1.
- D. The \$2.00 Co-Pay Prescription Drug Rider will be increased to \$4.00 Co-Pay Prescription Drug Rider.

The City reserves the right to substitute carriers of this coverage provided the benefits are equivalent.

Employees are free to elect the traditional coverage or coverage as provided by Health Central, Inc. of Lansing, Michigan (described as "Plan 7") or Physician's Health Plan, and the City will pay the premium of whichever plan is selected. In the event an HMO Option exceeds 95% of the monthly cost of the traditional health plan (WeyCo), the City will meet with the Union to select an alternative carrier. If an alternative carrier is not agreed upon, the parties agree that the City may eliminate the HMO Option effective at the annual enrollment period. The opportunity to change plans is provided once a year during the reopening period in February with the coverage becoming effective on March 1st.

The original coverage begins on the date of hire. If an employee decides for some reason not to take advantage of hospitalization benefits at the time of hire, the employee must wait until the February reopening to enroll. Coverage would become effective March 1st.

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

Effective July 1, 1991, where both spouses are employed by the City, one may not declare the other a dependent on his/her health plan. Additionally, one or the other must insure the dependents on a health plan, but not on both plans. (Current spouses, as of June 30, 1991, are grandfathered.)

Effective at the close of the enrollment period of July 1, 1996, there will be one health plan available to employees called the City of East Lansing self-insured plan. Within this plan, there will be two networks, Sparrow Physician's Health Network (SPHN) and Preferred Provider's of Michigan (PPOM).

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

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

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

Also effective at the close of the open enrollment period on July 1, 1996, the following premium co-share program shall be implemented for full-time members of the bargaining unit who elect coverage under the PPOM network:

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

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

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

22.2 Section 125 Flexible Benefits

Effective July 1, 1996, the City will provide a Section 125 (IRS Code) flexible benefit program which allows the employee to use pre-tax income to pay medical premiums, excess medical costs not paid by the health insurance plan and dependent care expenses. The decision to use the flexible benefit program is at the discretion of the employee and subject to the rules of the IRS.

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

22.3 Waiver of Group Hospitalization - Medical Coverage

A full-time employee who is a member of this bargaining unit and has been employed by the City for one year or longer may voluntarily waive his or her right to participate in the health plan made available by the City. For those selecting a health insurance benefit waiver, the City shall pay One Hundred Thirty-five (\$135.00) Dollars per month less deductions required by law.

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

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

one of the spouses voluntarily waives his or her right to participate in any of the plans offered by the City.

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

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

22.4 Spousal Coverage

Effective July 1, 1997, if an employee's spouse is employed full-time and has medical coverage available to him or her under a plan offered by his or her employer, the spouse must enroll in the medical plan for employee coverage in order for the spouse to be eligible for medical coverage through the City of East Lansing. Full coordination of benefits will apply at all times. This provision is waived in the event the spouse is required to make a medical premium contribution for the coverage.

22.5 Coordination of Benefits - Automobile Insurance

Effective July 1, 1996, an employee's automobile insurance coverage is primary for auto-related accidents. Charges incurred for medical costs with respect to any accidental bodily injury which arises out of the ownership, operation, maintenance or use of a personal motor vehicle will be covered under the City's medical plan as the secondary insurer. The City agrees to hold harmless any employee in the event of a dispute between the automobile insurance carrier and the City's insurance carrier as to which is primary, including payment of claim directly and subsequently resolving the dispute with the auto insurance carrier.

22.6 Hospitalization - Medical Coverage for Retirees

Individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System may, at their option, be carried on the roll of the City retirees group hospitalization plan at the group rate, providing they pay the premium for such coverage quarterly in advance.

Effective July 1, 1989, individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System, Program F-50 of the Retirement Act which allows an employee to retire at age fifty (50) with twenty-five (25) years of service, may, avail themselves to a cost share arrangement, as set forth below, with contributions from the City, at their option,

from ages fifty (50) to fifty-five (55) as follows:

Individual Status	City Contribution
At age 50	\$100/month toward premium
At age 51	\$110/month toward premium
At age 52	\$120/month toward premium
At age 53	\$130/month toward premium
At age 54	\$140/month toward premium

For those individuals retiring under the provisions of the Section 47(f) waiver, age 55 or over with twenty-five (25) years of service, the City will pay the cost of the retiree's coverage and the retiree will pay the cost of coverage of his dependents, with payment made to the City quarterly in advance. Should payment not be made at the prescribed time, the City may cancel coverage for his dependents.

Effective upon ratification by the parties, individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System, Program F-50 of the Retirement Act which allows an employee to retire at age 50 with 25 years of services, the City shall insure the retiree at age 50 and the retiree may, if he/she chooses, pay the premium amount for his/her spouse to age 55. At the retiree's age at 55, the spouse of record will be insured and paid for by the City.

Effective July 1, 1983, for those individuals retiring under the provisions of the 47(f) waiver, age 55 or over with 25 years of service, the City will pay the cost of the retirees and spouse coverage. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his spouse, the City will continue to insure the spouse.

In the event the retiree has additional dependents at the time of retirement, the retiree will pay the cost of coverage for his/her dependents, excluding spouse, with payment to the City quarterly in advance. Should payment not be made at the prescribed time, the City may cancel coverage for the additional dependents. Retirees may change plans during the open enrollment period, but must take the benefits of the plan in effect at the time of the change.

The hospital, medical and surgical insurance set forth in Section 22.1 shall be made available to retirees effective July 1, 1996.

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

ARTICLE 23

DENTAL INSURANCE

23.1 Dental Insurance

All regular full-time employees of the City covered by this Agreement are eligible for Dental Insurance as set forth in the plan, which is incorporated herein, and the City shall have the right to select a suitable insurance carrier to cover said benefits.

Effective October 21, 1986, the Dental Plan shall be amended as follows:

Maximum Calendar Year Benefit for Combined Type A, B and C Expenses: \$1,000.00

Benefit	Coverage Description
Type A Expenses (Diagnostic and Preventive Services)	100% R & C
Type B Expenses (Basic Services)	50% R & C
Type C Expenses (Major Services)	50% R & C
Type D Expenses (Orthodontic Services)	50% & to maximum lifetime benefit of \$1,000.00/Covered Person

ARTICLE 24

DISABILITY INSURANCE

24.1 Disability Insurance

Effective July 1, 1991, a disability insurance plan, the plan document is incorporated herein, and the City shall have the right to select a suitable insurance carrier to cover said benefits. The plan requires 100% employee participation with the City paying up to \$14 per month per employee and each employee the balance through payroll deduction for monthly premiums. Effective July 1, 1992, the City will pay up to \$18 per employee per month and each employee the balance through payroll deduction for monthly premiums. The City shall obtain the actuarial cost from the carrier and transmit same to the Union upon receipt by the City.

Notwithstanding the disability insurance benefit plan, it is agreed by and between the parties that the qualifying disability period is modified to read as follows:

- Disability Period: 90 days or at exhaustion of sick leave. An employee who has sick leave accumulated in excess of 90 days, may have the option to commence the L.T.D. at 90 days and freezing his/her remaining sick leave balance at that time or continuing to utilize his/her sick leave until the exhaustion of same. In the event the employee chooses to commence L.T.D. at 90 days, the employee shall be considered to be on an unpaid leave of absence. Once the employee elects an option, same is irrevocable thereafter.

ARTICLE 25

LIFE INSURANCE

The City will pay the full premium for a \$40,000 group life insurance policy with accidental death provisions for the employees covered by this Agreement.

ARTICLE 26

UNIFORMS

26.1 Provision of Uniforms

The City will continue to furnish uniforms and the required number of uniform changes per week shall be continued for each employee. All employees who are furnished uniforms are required to wear the uniforms or be subject to disciplinary action including the possibility of discharge. Employees are responsible for cleaning the tee shirts.

The following are valid City uniforms:

- A. City purchased and issued t-shirts, shirts, pants, jackets, overalls, etc.
- B. Supplemental units of the above purchased by the employees.
- C. Sweatshirts purchased by the employees provided the sweatshirts are navy blue and contain no writing or logos. The sweatshirts may be long or short sleeve, hooded or non-hooded, zippered and one piece.

All visible items of clothing will be valid City uniforms.

26.2 Shoes

Employees are required to wear a good quality leather work shoe or boot in good repair. The City will provide toe guards to those employees electing to use them versus safety shoes. To that end, the City agrees to reimburse an employee ten dollars (\$10.00) for each pair of safety shoes purchased during a contract year by and for the employee with a maximum reimbursement of twenty dollars (\$20.00) per contract year outside of the program listed below. To qualify for the payout, the employee must provide a copy of a sales receipt to the Group Manager which shows the type and cost of the safety shoe purchased.

Effective December 1, 1995, the City agrees to reimburse an employee twenty dollars (\$20.00) for each pair of safety shoes purchased during a contract year by and for the employee with a maximum reimbursement of forty dollars (\$40.00) per contract year outside of the program listed below. To qualify for the payout, the employee must provide a copy of a sales receipt to the Group Manager which shows the type and cost of the safety shoe purchased.

The City will engage a reputable supplier of safety shoes who carries various brands, styles and price ranges. The supplier will visit the Public Works facility at least twice a year to fit and sell safety shoes. Employees wishing to purchase shoes through this supplier will have fifty (50%) percent to a maximum of Fifty (\$50.00) Dollars of the cost of the shoes paid for by the City. The balance of the cost will be paid for by the employees through payroll deduction (a maximum of three [3] payroll increments with a Ten [\$10.00] Dollar minimum will be allowed). Participation in this program will be limited to twice yearly.

Effective December 1, 1995, employees wishing to purchase shoes through this supplier will have fifty (50%) percent to a maximum of Seventy-five (\$75.00) Dollars of the cost of the shoes paid for by the City. The balance of the cost will be paid for by the employees through payroll deduction (a maximum of three [3] payroll increments with a Ten [\$10.00] Dollar minimum will be allowed). Participation in this program will be limited to twice yearly.

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

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

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

ARTICLE 27

WAGE CATEGORIES

27.1 Wage Categories

While employed by the City, each regular full-time employee is designated as being in a wage category. Each category level carries minimum and maximum rates of pay with a provision for increases according to the schedule as provided for in Appendix A. No employee shall be paid less than the minimum rate, no more than maximum rate for his assigned category. The category schedule will be regulated as follows:

- (a) All new employees shall be paid the minimum rate for the category unless a higher rate is approved by the City Manager.
- (b) Wage increases for regular full-time employees will be made in the amount and at the intervals provided for in Appendix "A." Total increases to the employee's base rate will be limited to the maximum rate for his particular category.
- (c) Salary increases shall be by successive steps of the schedule as provided in Appendix "A." Pay increases may be granted by the City Manager more frequently than the schedule will allow when recommended by the supervisor in writing, and when the employee's exceptional qualifications or performance or his unusual employment conditions make such action desirable. The amount of the increase, however, would be indicated in the Step schedule.
- (d) When a new category is to be established within the unit, the City will notify the Union prior to establishing a category and wage structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations. If negotiations are unsuccessful, the matter shall be submitted immediately to the dispute resolution, arbitration, as provided in this Agreement.

27.2 General Increases

Effective July 1, 1995, a three (3%) percent general salary increase has been applied to the July 6, 1992, wage schedule. Effective January 1, 1996, a three (3%) percent general salary

increase has been applied to the July 1, 1995, wage schedule. Effective July 1, 1996, a three (3%) percent general salary increase has been applied to the January 1, 1996, wage schedule. Effective July 1, 1997, a two and three/quarters (2.75%) percent general salary increase has been applied to the July 1, 1996, wage schedule.

ARTICLE 28

LONGEVITY PAY

28.1 Rules and Schedule of Payment

All regular full-time employees in the active service of the City as of October 1, of any year, shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payments.

- (a) Longevity pay shall be computed on a percentage of the employees' regular annual base salary or wage, excluding overtime pay, premium pay, or uniform allowance. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity bonus is due. The maximum amount of an employee's salary which is subject to longevity computation shall be \$14,000. Effective July 1, 1996, the maximum amount of an employee's salary which is subject to longevity computation shall be \$16,000.
- (b) Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service on or before October 1 of any year and continuing in subsequent years of service, each employee shall receive annual longevity payment as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between October 1 dates, shall be eligible for a calendar month prorated payment of their longevity bonus payable upon separation.
- (c) Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

- (d) Longevity payment schedule:

Continuous Service	
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 of continuous service	8% of annual wage

- (e) Effective September 25, 1995, the longevity payment shall be added to the base salary of the employee.

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

Continuous Service	
5 or more and less than 10 years	\$.13 per hour
10 or more and less than 15 years	\$.27 per hour
15 or more and less than 20 years	\$.40 per hour
20 or more years of continuous service	\$.54 per hour

The above schedule shall be increased an amount equal to pay (wage) adjustments as they are received in Appendix A of this Agreement.

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

- (f) Effective the first full pay period in July, 1996, all regular full and part-time employees in this bargaining unit shall be entitled to longevity pay for prescribed length of service with the City as indicated below:

Continuous Service	
5 or more and less than 10 years	\$.15 per hour
10 or more and less than 15 years	\$.31 per hour
15 or more and less than 20 years	\$.46 per hour
20 or more years of continuous service	\$.62 per hour

ARTICLE 29

WORKING HOURS AND OVERTIME COMPENSATION

29.1 Work Days

- A. The regular full working day shall consist of eight (8) consecutive hours per day in a twenty-four (24) hour period, Monday through Friday, with an additional thirty (30) minutes off for lunch, which shall be taken approximately halfway through the eight (8) hour shift unless extenuating circumstances dictate otherwise.
- B. Effective upon ratification of this Agreement by both parties, in order to maintain essential services in major parks and downtown maintenance, up to four (4) positions are needed to work four (4) ten (10) hour days per week whereby at least two (2) positions per week would work Saturday and Sunday with a work schedule which will allow in a two-week period, each effected employee with one day each week off, and a four (4) day weekend of Friday, Saturday, Sunday and Monday off. Employees, within the Parks Division, which includes major parks and downtown maintenance, shall be selected as follows:
 - i. The City shall first seek volunteers within the affected Division. In the event there are up to four (4) volunteers, selection shall be made by seniority, with the highest seniority being given preference first and thereafter.
 - ii. In the event there are not enough volunteers within the affected Division, the City shall seek volunteers within the Department of Public Works, with selection being made by seniority, and ability to perform the work, with the highest seniority being given preference first and thereafter.
 - iii. In the event there are not enough volunteers within the affected Division or within the Department of Public Works, the least senior employee(s) within the Department of Public Works shall be so assigned, with transfer(s) made thereafter from the affected Division to fill the vacancy created by the assignment.

- iv. The normal work shift for employee selected shall be 7:30 a.m. - 5:00 p.m.

Nothing in this Agreement will prohibit the City and the Union from agreeing to add additional functions and divisions.

29.2 Work Schedules

The work shift for employees of this bargaining unit, except as set forth in Section 29.1(B) above, shall be, Monday through Friday, as follows:

7:30 a.m.

Excepting those times where employees are required to report at different hours, for a specific period of time, either two hours before or two hours after the starting of the work shift set forth above. Two (2) weeks notice of shift change will be given to affected employees in advance. Examples of the exceptions are:

Street sweeping 5:30 a.m., nine (9) months of the year except December, January and February;

Mowing crews 5:30 a.m., seven (7) months per year;

Street striping 5:30 a.m., three (3) months per year;

Hydrant flushing, two (2) weeks per year;

Any change in the work shifts, excluding the two (2) hour flex for work assignments for a specific period of time, shall be subject to negotiations between the Union and the City.

Work schedules shall not be changed to avoid the payment of overtime. Those employees who position(s) require weekend work, will not be used outside their specific work assignment to avoid the payment of overtime. The Union recognizes that de minimis emergency assignments of those employees whose positions require weekend work may occur.

29.3 Work Assignments

Should it be necessary, in the interest of emergency or efficiency, the employee shall work such reasonable overtime hours as shall be required by the City. Each employee is expected to return to duty when requested by the Supervisor or City Manager. After working two hours before or being scheduled to work two hours past their regular work schedule, employees shall be granted a one-half (1/2) hour paid break. The break shall be as scheduled by his/her supervisor based on the needs of the Department and employee. The half hour (1/2) paid break shall not be used to arrive late or leave early from work. An employee called in to work prior to his/her work shift starting time shall be permitted to work all his/her usual hours for that day if he/she so chooses. No unscheduled leave time shall be used to fulfill the regular shift hours. Employees leaving before the end of their regular shift must have approval from their supervisor.

29.4 Daily Overtime

For the purpose of computing overtime, it is agreed that the workday shall consist of eight (8) or ten (10) consecutive hours of work in a calendar day, as set forth in Section 29.1 above. For employees on the eight (8) hour work day, the work week shall consist of five (5) consecutive, eight (8) hour days beginning 12:01 a.m. Monday and ending on 12:00 p.m. Sunday. Time worked by an employee over eight (8) consecutive hours in a workday and all time worked over forty (40) hours in a work week shall be considered overtime. For employees on the ten (10) hour work day, time worked by an employee over ten (10) consecutive hours in a workday and all time worked over forty (40) hours in a work week shall be considered overtime.

29.5 Overtime

One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per normal workday, and for all time worked in excess of forty (40) hours per week.

For employees on the ten (10) hour workday, one and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked in excess of ten (10) hours per workday, and for all time worked in excess of forty (40) hours per week.

One and one-half (1-1/2) times the regular hourly rate shall be paid for Saturday work, providing the employee has already worked forty (40) hours.

Two (2) times the regular hourly rate shall be paid for Sunday work, provided the employee has already worked forty (40) hours.

Time charged to paid leave shall be included in the computation of an employee's forty (40) hour work week, eight (8) hour workday or ten (10) hour workday, as applicable.

29.6 Equalization of Overtime

- A. Division Weekly Call List. Any overtime work required shall be approved by the employee's immediate supervisor and shall be equalized as nearly as practicable within a single Division, as listed in Section 6.3. The Union President or designee shall prepare the weekly call list as set forth herein two times per year. The first call list will be effective the first Monday in November to the first Monday in April of each contract year. The second call list, replacing the first call list, will be effective the first Monday in April to the first Monday in November. The weekly call list will indicate those employees within the Division who wish to be called for overtime work. This list will be used to indicate those employees within the Division who will be called first in the event it is necessary to call employees back to work or the first offered scheduled overtime. In the event that employees listed on a given week in the Division affected are unable to return to work, the City will proceed through the entire Division list before calling an employee outside of the Division. If the overtime is turned down, that individual employee will be charged with eight (8) hours.
- B. Volunteer Overtime List. In the event the individual Division list is exhausted and additional employees are required, the City will use the second call list to call employees to work for overtime. The second call list, also known as a volunteer overtime list will be prepared. The Union President or his designee will prepare a volunteer call list the first Monday in November and the first Monday in April outside of regular work hours. The Union President or his designee will prepare a list of five (5) employees every pay period and give each employee a beeper. As part of its rules of implementation, the Union will make every attempt to assure that beepers will be given out on a low overtime basis, updated every pay period. Failure to respond to the beeper will result in eight (8) hours charged to an employee's total overtime. Failure to respond three (3) times will result in removal from the volunteer call list for the remainder of that period. If called, an employee must respond within ten (10) minutes of the page. Overtime hours will return to zero the first Monday in November.

The equalization of overtime on the volunteer overtime list shall be on a rotation basis and the parties agree that this should balance out over a period of time.

When the City installs a new computer system, if practicable, the City will account for overtime and double time hours from regular hours on the employees' payroll check.

29.7 Holiday Work and Pyramiding

When a holiday specified in Article 20 occurs on any day for which overtime would not otherwise be paid, the hours actually worked on such holidays shall be compensated for at twice the regular hourly rate but shall not be counted as hours worked in determining overtime under the provisions of 29.4 of this Article. Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

29.8 Rest Periods

Two (2) fifteen (15) minute rest periods shall be provided and combined at the end of the workday; thus allowing employees to go home one-half hour early resulting in a workday of seven and one-half (7 1/2) hours, for those employees on a Monday through Friday shift and for those employees on a ten (10) hour work day, they shall be allowed to go home one-half hour early, resulting in a work day of nine and one-half (9 1/2) hours. Employees shall be paid at overtime rates whenever they are asked to work through their rest period. The length of the workday, eight (8) consecutive hours, and the length of the work week, forty (40) hours, has not been changed, except as set forth in Section 29.1(B).

This arrangement shall not cause a reduction in pay, change the lunch period, prohibit employees from relieving themselves, nor shall it prohibit the consumption of coffee, similar beverages or food, when that consumption clearly does not interfere with the progress of the work or create an unsafe or potentially hazardous condition.

In the event an employee does not work a full day but does return to work after lunch, the employee will be credited with one (1) fifteen (15) minute break. If an employee leaves after lunch on an approved leave, the hours worked plus fifteen (15) minutes of break time will be subtracted from the normal eight (8) hour day and the balance will be taken from the appropriate leave bank.

29.9 Conversion to Ten (10) Hour Day

In the event that a work schedule is converted to four (4) ten (10) hour days per week, time

and one-half (1-1/2) the regular straight time rate shall be paid to employees who work over ten (10) hours per day or over forty (40) hours per week.

In addition, the City and the Union shall meet prior to the conversion to four (4) ten (10) hour days per week in order to discuss benefits and working conditions affected by the modification.

29.10 Lunch Periods

The City and the Union have reached an agreement whereby employees who work through their lunch period will be allowed to consider the half-hour lunch period as a continuation of their shift. This provision will allow employees to either:

- A. Leave at the end of the seven and one-half (7-1/2) consecutive hour period, or nine and one-half (9-1/2) hour period for those identified in Section 29.1(B) or an additional one-half (1/2) hour before the normal shift expires (since the 30-minute rest period has been combined at the end of the shift), provided additional work is not required, or
- B. In the event an employee is required to work beyond seven and one-half (7-1/2) hours, or nine and one-half (9-1/2) hours for those employees identified in Section 29.1(B), the first one-half hour of work is to be compensated at the applicable overtime rate, but the employee technically is not on overtime.
- C. In the event an employee is required to work beyond eight (8) hours, or ten (10) hours as identified in Section 29.1(B), the employee should be compensated at the applicable overtime rate and is subject to all the overtime provisions of this Agreement.

29.11 Education and Training

Employees ordered or requested to attend educational or training sessions will be considered to be on a regular eight (8) hour shift for actual session time and allotted travel time (excluding lunch breaks etc.). Mandated or requested sessions including travel time in excess of eight (8) hours will be considered as overtime.

Allotted Travel Time	
Distance From Normal Work Station	Allotted Time
0 to 10 miles	no time allowed
11 to 20 miles	one hour total
21 to 50 miles	two hours total
51 to 75 miles	three hours total
75 plus (including lodging)	pre session agreement

The City, with the approval of the Group Manger, may pay or reimburse employees for registration fees for educational or training sessions outside of work time. Attendance at these sessions will be entirely at the discretion of the employee and will not be considered as work hours.

ARTICLE 30

SAFETY COMMITTEE

30.1 Purpose and Composition

Safety Committee of three (3) is hereby established. The membership of the Safety Committee shall consist of two (2) representatives selected by the President of the Union, and the Chairperson, who shall be the Administrative Assistant of the Public Service Operations. The Committee shall meet periodically as determined necessary, but in no event shall the Committee meet less than twice per contract year. The Committee shall review and make recommendations to the Group Manager on the following:

- 1) General Safety Conditions and Practices
- 2) Equipment Safety
- 3) Operational Safety Procedures
- 4) Review and make recommendations to the Group Manager/ Public Works, as to the action taken on Department Accidents.

ARTICLE 31

RETIREMENT AND SOCIAL SECURITY

31.1 Eligibility

Upon employment with the City of East Lansing, eligible employees automatically are covered by Social Security with required payroll deductions and each regular full-time employee shall become a member of the City's retirement system, Michigan Municipal Employees Retirement System Plan, C-2 with B-1 base and benefit program F50 of the Retirement Act which allows an employee to retire at age fifty (50) with twenty-five (25) years of service without a reduction in benefit. The City shall make all contributions on behalf of employees in the retirement system.

Effective July 1, 1992, the City agrees to add the FAC 3 Provision of the Michigan Municipal Employees Retirement System, provided the employees pay one (1%) percent in cost via payroll deduction.

Effective July 1, 1993, the City agrees to add the benefit program B-2 with the employee's contribution to be an additional one (1%) percent through payroll deduction. The employee's total contribution, as of July 1, 1993, shall be two (2%) percent.

31.2 Other Plans

The City and the Union agree that the Municipal Employees Retirement System (MERS) Plan may not offer as great a return for bargaining unit employees as other competing plans and/or systems. Therefore, the City and the Union agree to explore other equivalent type plans or systems during the term of this Agreement.

31.3 Benefit Improvements

During the term of the Agreement, the Union may choose to select benefit program improvements offered by MERS with the full differential cost paid by the employee via payroll withholding. If selected, the City will implement, provided sixty (60) days' notice is given before the effective date.

The City reserves the right to obtain an actuarial costing for any benefit improvement selected by the Union and if the cost is either lesser or greater than the Union's actuarial cost, the City's actuarial will be implemented.

ARTICLE 32

RESIGNATION

32.1 Notice

Any employee who desires to resign must present his resignation in writing to his supervisor or the City Manager. The resignation must be submitted one (1) week, exclusive of earned vacation time, prior to the day it is to be effective. To the extent permitted by law, any employee failing to give such proper notice shall forfeit all leave benefits accrued under this Agreement.

32.2 Notice - Retirement

Notice of retirement must be submitted to the Payroll Office at least thirty (30) days prior to the effective date of the retirement in order for retirement benefits to begin at the beginning of the next month.

ARTICLE 33

JURY DUTY

33.1 Jury Duty and Witness Service

Any employee called to serve on jury duty will be granted jury duty leave without loss of pay, seniority or benefits. When court duties and other circumstances reasonably permit, the employee will be expected to report for work, unless there is only one (1) hour remaining on his shift, exclusive of travel time, or the employee has made other arrangements with his supervisor. To receive jury duty pay, the employee must present satisfactory evidence of the amount received from the court for jury duty. Time spent by an employee on jury duty shall be counted as hours worked.

ARTICLE 34

CALL-IN PAY PROVISION

34.1 Called Into Work

An employee who is called into work outside of his regular working hours shall be guaranteed a minimum of two (2) hours work or pay, before the employee is released from work.

34.2 24-Hour Notice

An employee who is called into work outside of his normal shift with less than twenty-four (24) hours written or verbal notice shall be guaranteed a minimum of three (3) hours work or pay under this provision.

Compensation if called in with less than twenty-four (24) hours notice:

- A. First three (3) hours at the applicable overtime rate if hours worked are outside of regular shift;
- B. Remainder of hours compensated at the applicable overtime rate up to the commencement of the employee's regularly scheduled shift;
- C. Regular rate of pay for actual hours worked during the employee's regular shift;
- D. Employees shall not use leave time to complete regular shift. Employees shall be allowed to complete their regular shift.

Compensation for employees, if called in with twenty-four (24) or more hours notice shall be:

- A. First two (2) hours at the applicable overtime rate if hours worked are outside of regular shift;
- B. Remainder of hours compensated at the applicable overtime rate for all hours worked outside of employee's regular shift;

- C. Regular rate of pay for actual hours worked during employee's regular shift;
- D. Employees shall not use leave time to complete regular shift. Employees shall be allowed to complete their regular shift.

34.3 Work Into Regular Shift

If the employee continues to work into his regular shift at his regular rate of pay, those hours worked during his normal shift shall serve to make up the balance of the minimum guarantee of work or pay under this provision.

34.4 Rate of Pay

The rate of pay for the hours worked or paid outside the employees regular shift up to a maximum of two (2) or three (3) hours under this provision shall be compensated at time and one-half (1½) the employees regular straight time hourly rate, except on Sunday or a holiday which shall be at a rate of two (2) times the employee's regular straight time hourly rate. Any hours compensated at time and one-half (1½) or two (2) times under this provision shall not be deemed "hours worked" with respect to any other overtime provision. Nothing contained in this provision shall be construed as granting premium pay or otherwise be deemed as providing any benefit other than a guarantee of minimum number of hours or pay in the event an employee is called into work prior to his regular shift.

34.5 Definitions

For the purposes of this provision, the term "called into work" shall be defined to mean those instances where an employee has left the City premises upon completion of his assigned shift, including a departure from his work station, and is thereafter ordered onto the City premises or to another assigned location to perform work.

34.6 Failure to Report for Work

Any employee who fails to report to his designated work station within forty (40) minutes or within such an extended period as agreed to by the supervisor of being called into work shall forfeit the benefits of this provision, and at the supervisor's option, assign the work to another employee.

ARTICLE 35

SHIFT PREFERENCE

35.1 Preference

This shift preference shall be granted on the basis of qualification and seniority within the classification as openings occur. Should the City wish to establish any other shifts, they shall negotiate with the Union.

In the event that the City of East Lansing would reactivate an afternoon and midnight shift, the night shift differential shall be negotiated with the Union.

ARTICLE 36

MECHANIC TOOLS INSURANCE/ALLOWANCE AND REIMBURSEMENT

36.1 Insurance/Tool Allowance

All mechanics who are on the payroll as of December 1 shall upon submission of a paid receipt be entitled to a tool insurance reimbursement payment/tool allowance of up to two hundred twenty (\$220.00) dollars for either tools left at the Public Service facility or loss or breakage of tools in the normal course of work evidenced by receipt and the tool surrendered to the Manager of the Service Garage. Reimbursement payment shall be paid on the first Thursday in December.

ARTICLE 37

BARGAINING UNIT WORK

37.1 Exceptions

City employees outside the bargaining unit shall be precluded from performing bargaining unit work except where necessary for training purposes, verifying the condition of a vehicle or equipment, to perform minor modifications or service to vehicles for the purpose of expediting the dispatching of crews, or where experienced personnel needed to perform the work assignment are not available, and if after making reasonable attempts to call employees in, the supervisor has been unable to obtain a sufficient number of employees to promptly respond.

Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit to circumvent the overtime provision.

ARTICLE 38

SAVE HARMLESS CLAUSE

38.1 Validity of this Contract

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

ARTICLE 39

CONFORMANCE WITH STATE LAW

39.1 Conformance with Federal/State Law

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

The City will pay the cost of the Commercial Driver License once during the term of this Agreement upon successful renewal or conversion of existing license up to a maximum of \$25.00 per employee. (This does not include Operator's License or skills test.)

The City agrees to abide by Act Number 121, Public Acts of 1990, concerning the civil rights of individuals who have handicaps; the prohibition of discriminatory practices, policies and customs in the exercise of those rights.

ARTICLE 40

NO STRIKE CLAUSE

40.1 Public Policy

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

40.2 No Strike

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

40.3 Disciplinary Action

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

ARTICLE 41

SUPPLEMENTAL AGREEMENT

41.1 Supplemental Agreement

All supplemental agreements shall be subject to the approval of the City and the Union. They shall be approved or rejected within a period of fifteen (15) days following the date they are submitted by the Union or the City.

ARTICLE 42

PRODUCTIVITY AND MERIT PAYMENT

42.1 Effective Date

Commencing July 1, 1997, and continuing in 1998, the City will establish for employees of the bargaining unit a productivity and merit payment fund in the amount of one-quarter ($\frac{1}{4}$ %) percent of the total compensation of bargaining unit employees in 1997, and a 1998 productivity and merit payment fund in the amount of one-quarter ($\frac{1}{4}$ %) percent of the total compensation of bargaining unit employees in that year. All funds made available by the City for productivity and merit payment in 1997 and 1998 shall be expended on employees in the bargaining unit.

42.2 One-Time Payments

Productivity and merit payments shall be proposed by the Manager of Public Service, with the concurrence of the City Manager, in the following increments as a one-time payment:

Salary	Maximum Allowable Merit Payment
\$10,000 - 15,000	\$400
15,000 - 20,000	450
20,000 - 25,000	500
25,000 - 30,000	550
30,000+	600

Employees are entitled to no more than one merit payment in a contract year. Merit payments are made for meritorious service and, in that regard, no part of the merit payment program is grievable.

42.3 Merit Request

Each request made by the Manager for a merit payment must include a short narrative indicating the reasons for the merit payment to be included on the merit payment request form.

42.4 Non-Discrimination

Merit payments shall be granted to all employees on merit alone and no employee shall be denied a payment on issues relating to age, sex, race, religious affiliation, national origin, sexual preference, political affiliation or union adherence. By the same token, no increase shall be affected by any of these issues.

42.5 Committee

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

ARTICLE 43

OBLIGATION OF THE PARTIES

43.1 The City and the Union met and negotiated for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions pursuant to statute. The rights of the City and the Union, not reserved herein, shall be subject to the continuing duty of the City and the Union to meet and confer in good faith and bargain over those matters not previously bargained for.

ARTICLE 44

COST OF LIVING

1998-1999

44.1 Employees within the bargaining unit who have been compensated for more than nine (9) days in each month of the preceding quarter shall be entitled to a cost of living supplement of Two Hundred Fifty (\$250.00) Dollars paid July 15, 1998, or the first regular work day thereafter; October 15, 1998, or the first regular work day thereafter; January 15, 1999, or the first regular work day thereafter; and April 15, 1999, or the first regular work day thereafter. The supplement shall be paid in a separate check but shall not be rolled into the hourly rate. It is the intent of the parties that the cost of living supplement may fluctuate in later years.

44.2 If an employee has obtained an authorized, uncompensated leave of absence, as permitted under this contract, during the cost of living quarters identified above, and, in addition has been compensated for more than nine (9) days in any month of the preceding quarter, the employee shall receive a prorata cost of living supplement based upon the months in which he or she has qualified.

ARTICLE 45

TERMINATION AND MODIFICATION

This Agreement between the parties shall continue in full force and effect until 11:59 p.m., June 30, 1999.

- (a) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the aforesaid date, give written notice of termination.

If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

- (b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the aforementioned termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.
- (c) Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Union, 2000 Merritt Road, East Lansing, Michigan; and if the City, addressed to the City Manager, City of East Lansing, Michigan, or to any such address as the Union or Employer may make available to each other.

ARTICLE 46

EFFECTIVE DATE

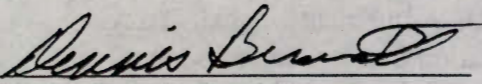
This Agreement shall become effective as of July 1, 1994.

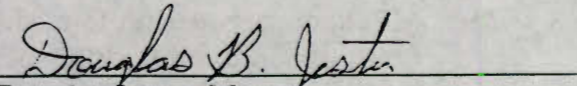
Nothing contained within this Agreement is retroactive unless specifically provided for within the Agreement.

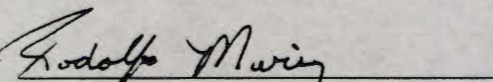
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

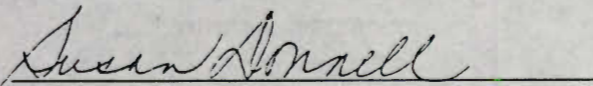
EAST LANSING INDEPENDENT
EMPLOYEES UNION

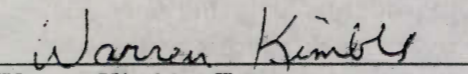
CITY OF EAST LANSING


Dennis Brandt, President


Douglas Jester, Mayor


Rodolfo Martinez, Vice President


Susan Donnell, City Clerk


Warren Kimble, Treasurer

APPENDIX A

WAGE CATEGORY & WAGE SCHEDULE

Effective July 6, 1992, the following categories and wage rates shall be implemented:

	PS Employee	Mechanic
Start	\$10.72	\$11.42
One Year	11.24	12.01
Two Year	11.80	12.60
Three Year	12.37	13.24
Four Year	12.98	13.92
Five Year	13.65	14.60
Six Year	14.32	15.35

Effective July 1, 1995, the following categories and wage rates shall be implemented:

	PS Employee	Mechanic
Start	\$11.04	\$11.76
One Year	11.58	12.37
Two Year	12.15	12.98
Three Year	12.74	13.64
Four Year	13.37	14.34
Five Year	14.06	15.04
Six Year	14.75	15.81

Effective January 1, 1996, the following categories and wage rates shall be implemented:

	PS Employee	Mechanic
Start	\$11.37	\$12.12
One Year	11.92	12.74
Two Year	12.52	13.37
Three Year	13.12	14.05
Four Year	13.77	14.77
Five Year	14.48	15.49
Six Year	15.19	16.28

Effective July 1, 1996, the following categories and wage rates shall be implemented:

	PS Employee	Mechanic
Start	\$11.71	\$12.48
One Year	12.28	13.12
Two Year	12.89	13.77
Three Year	13.52	14.47
Four Year	14.18	15.21
Five Year	14.92	15.95
Six Year	15.65	16.77

Effective July 1, 1997, the following categories and wage rates shall be implemented:

	PS Employee	Mechanic
Start	\$12.04	\$12.82
One Year	12.62	13.48
Two Year	13.25	14.15
Three Year	13.89	14.87
Four Year	14.57	15.63
Five Year	15.33	16.39
Six Year	16.08	17.23

LETTER OF UNDERSTANDING BETWEEN THE CITY OF EAST LANSING AND EAST LANSING INDEPENDENT EMPLOYEES UNION

ADMINISTRATIVE REGULATIONS GOVERNING DRUG AND ALCOHOL USE AND ABUSE

I. PURPOSE:

The City of East Lansing is dedicated to the well-being and safety of our employees, administrators, and the community we serve. We're also committed to the successful operation of our City and its citizens. We're committed to improve employee productivity, and to service the needs and demands of our employees and residents.

We acknowledge that alcohol and drug abuses in the workplace reflects a national problem. This policy and accompanying regulations are important in addressing this problem. As a result, we acknowledge that we abide by the *Federal Drug Free Workplace Act of 1988 (Section 4804 of the Anti-drug Abuse Act of 1988)*.

The City has a strong commitment to its employees to provide an alcohol and drug-free working environment. Likewise, the City is committed to its customers, local businesses, and the general public to operate its business safely and prudently. Consistent with this commitment, the City has formulated this policy regarding alcohol and drugs. Violations concerning this Letter of Agreement, resulting in disciplinary action, will be administered in accordance with Article 9, Discipline Procedure, of the Collective Bargaining Agreement between the City of East Lansing and the East Lansing Independent Employees Union.

Our policy and administrative regulations comply fully with the Federal Regulations as published in the Federal Register, Vol. 59, No. 31, dated February 15, 1994.

We are, therefore, setting up these regulations based upon the federal regulations governing the use and abuses of alcohol and/or illegal or otherwise, controlled substances in our workplace. The purpose of these regulations is to:

- A. **ESTABLISH** and maintain a healthy and safe working environment for all of our employees;
- B. **ASSURE** the reputation of the City and its employees as good responsible citizens;
- C. **REDUCE** accidental injury to persons and property;

- D. **REDUCE** absenteeism, tardiness, and indifferent or declining job performance; and
- E. **PROVIDE** assistance in rehabilitation for any employee in accordance with the *City's Employee Assistance Program*.

II. POLICY & DEFINITIONS:

The City of East Lansing tries to provide a drug and alcohol-free workplace and environment for all our employees; specifically:

- A. **EMPLOYEES** required to possess a valid commercial driver's license to satisfy job requirements.¹ This requirement includes:
 - 1. Employees required to possess a commercial drives license by virtue of the equipment they operate;
 - 2. Vehicle mechanics who, because they must evaluate their work on equipment, operate equipment identified as requiring a commercial driver's licenses in order to operate;
- B. **ILLEGAL AND UNAUTHORIZED DRUGS:** The City of East Lansing attempts to provide a drug free, healthful, safe, and secure working environment². None of our employees can report to work displaying the effects of illegal, illicit, controlled, or unauthorized drugs. No employee will take, make, sell, give, transport, or possess a controlled or illegal substance listed within the context of the Controlled Substances Act (CSA). This specifically includes all Schedule I. and II. substances as well as Schedule III. through V. substances being used or possessed without approval or authorization.
 - 1. The Controlled Substance Act is contained within Title 21 of the United States Code [Section 802(6), Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et seq.].
- C. **DRUG TESTS:** Are those tests with specifically valid protocols and that meet the

¹ 49 CFR, § 382.103(a)

² § 382.213(a)(b)

certification criteria of the Substance Abuse and Mental Health Administration (SAMHA) (formerly National Institute of Drug Abuse - NIDA). the only approved drug detection tests are urinalysis samples analyzed by Health and Human Services laboratories.

D. BREATH ALCOHOL TESTS: Only those tests with approved protocol issued by the United States Department of health and Human Services. Our alcohol test will be administered by certified Breath Alcohol Technicians using devices appearing on the Conforming Products Lists as published from time-to-time in the Federal Register.

E. REASONABLE SUSPICION:

1. Alcohol Testing: Reasonable suspicion exists to require an employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
2. Alcohol Testings is authorized only if the observations required in paragraph 1 above are made during, just preceding, or just after the period of work day that the employee (driver) is required to be performing safety-sensitive functions.
3. Controlled Substance Testing: Reasonable suspicion exists to require the employee (driver) to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee (driver). The observation may include indications of the chronic and withdrawal effects of controlled substances.
4. An employee (driver) may be directed by the supervisor to only undergo reasonable suspicion testing while the employee (driver) is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.
5. A written record shall be made of the observation leading to a reasonable suspicion test, signed by the supervisor or city official who made the observations, with a copy to the employee and Union President.
6. The required observations for alcohol and/or controlled substances testing shall be made by a supervisor or city official who is trained. Supervisors

and City Officials designated to determine whether reasonable suspicion exists to require an employee (driver) to undergo testing for alcohol and/or controlled substances must receive at least 60 minutes of training on alcohol misuses and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuses and use of controlled substances.

7. Where possible and practicable, the supervisor making the initial observations shall enlist the assistance of another trained supervisor to conform their observations within the expectations of employee privacy and confidentiality.
8. Prohibitions: No reasonable suspicion test is authorized or allowable based on a third-party observation or information of alcohol or drug use or possession. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee (driver).

F. **CONTROLLED SUBSTANCE LEVELS:** All substance testing will be accomplished according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, 49 CFR Parts 40, 382, and 391³. We're requiring testing for the following five substances; the use of which we consider unacceptable in our business environment. We're required to test for these substances by the Federal Highway Administration (FHWA) drug testing programs. These substances and the levels that will result in a positive test are as follows:

1. **Amphetamines:** (Cutoff level of 1,000 NG/ml)
 - a. Amphetamine confirmatory level of 500 NG/ml.
 - b. Methamphetamine confirmatory testing levels of 500 NG/ml.
2. **Cocaine:** (Cutoff level of 300 NG/ml).
 - a. Metabolic confirmatory levels of 150 NG/ml.
 - b. Benzoylgonine

³ 49 CFR, Part 40. § 40.29(e)

3. **Marijuana:** (Cutoff level of 50 NG/ml)
 - a. Metabolite Confirmatory level of 15 NG/ml.
 - b. Delta-9-tetrahydrocannabinol
4. **Opiates:** (Cutoff level of 300* NG/ml)
 - a. 25 NG/ml if immunoassay specific for free morphine.
 - b. Morphine confirmatory levels of 300 NG/ml.
 - c. Codeine confirmatory levels of 300 NG/ml.
5. **Phencyclidine:** (Cutoff level of 25 NG/ml)
 - a. Metabolite confirmatory level of 25 NG/ml.
6. **Test Use:**

Chain of Possession Procedures. At the time specimens are collected for any testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled, and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:

- a. **Reasonable Suspicion Testing.** Individual test tubes shall, in the presence of the employee, be sealed, labeled, and then initialed by the employee. The employee has an obligation to identify the specimen and initial it. The specimens shall be placed in the transportation container after being voided. The container shall be sealed in the employee's presence and the employee given an opportunity to initial the container and witness his/her social security number placed on the container. The container shall be sent to the designated testing laboratory on that day or the

soonest normal business day by air courier or other fastest available method.

b. Urine Specimens.

- (i) The donor shall urinate in a collection container or a specimen bottle capable of holding at least sixty (60) ML. The collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ML shall be poured into one bottle to be used as the primary specimen. At least fifteen (15) ML shall be poured into the other bottle, to be used, as the split specimen. They shall be sealed and labeled and initialed by the employee without the containers leaving the employee's presence. The employee has an obligation to identify each specimen and initial it. The specimens must be immediately sealed in a transportation container which is again initialed by the employee, and sent via air courier or other fastest available means to the designated testing laboratory.
- (ii) Urine shall be obtained directly in a wide-mouthed single-use specimen container which shall remain in full view of the employee until transferred to, and sealed and initialed in, the City forty-five (45) ML tamper resistant-resistant urine bottle in the kit, and the second "split-sample" bottle. At the employee's request he or she may void directly in to the two (2) self-sealing tamper-resistant urine bottles in the kit.
- (iii) Clinical personnel administering a urine test are required to take steps as checking the color and temperature of the urine specimen to detect tampering or substitution, provided that the employee's right of privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations.
- (iv) To deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity, and/or chloride measurements may be performed by the laboratory.
- (v) Any findings by the laboratory outside the "normal" ranges

for creatinine, specific gravity, and/or chloride shall be immediately reported to the medical review officer so that another specimen can be collected.

- c. **Procedure's Integrity.** The key to chain-of-possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee.

7. **Drug Testing Kits:** Where the City requires a urine drug screen, the contents of the urine collection kit shall be as follows:

- a. Two (2) screw-capped self-sealing tamper-resistant urine collection bottles, one of which must hold at least 60 ML.
- b. Security seals for sealing and initialing the urine bottles.
- c. Instructions for urine collection.
- d. Chain-of-possession form.
- e. Nylon-reinforced shipping seal or sealing flaps for securing the exterior of the urine kit.
- f. A self-adhesive mailing label and a separate set of nylon-reinforced shipping seals for resealing the transportation container, for use in the event that the second (2nd) part of the urine sample is to be shipped to a different lab.

The chain-of-possession form in the urine collection kit shall be completed by the clinic personnel before sealing the entire kit. The exterior of the urine collection kit shall then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab area or sealing the flaps if so provided). If possible, the employee should initial the "nylon" seal before sealing flaps.

Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (a) and (b) above. The employee to be tested shall be given a random choice of the available kits.

8. **DOT Laboratory Requirements.**

- a. **Urine Testing.** In testing urine samples, the testing laboratory shall

test specifically for those drugs and classes of drugs listed in II (E), employing the test methodologies and cutoff levels specified in II (E).

- b. **Specimen Retention.** All specimens deemed "positive" by the laboratory must be retained at the laboratory for a period of one (1) year.
- c. **Split Sample Procedure.** There will be split sample procedure available to employees.
 - (i) When a test kit is received by a laboratory, a thirty (30) ML sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be

immediately placed in secure refrigerated storage.

- (ii) The employee will be given two (2) containers for the urine specimen. One (1) container must be filled with no less than forty-five (45) ML of urine. Thirty (30) ML shall be poured into one bottle, to be used as the primary specimen. At least fifteen (15) ML shall be poured into the other bottle, to be used as a split specimen. Both shall be sealed and then forwarded to an approved laboratory for testing. If an employee is told by the medical review officer that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, or within sixty (60) days from receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If requested by an employee, to have the second (2nd) urine specimen forwarded to another independent and unrelated, approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug, and the test proves negative, the City will pay for the test. If it does not prove negative and is positive, the employee will pay.
- (iii) Following the end of the sixty (60) day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.

- d. **Laboratory Accreditation.** All laboratories used to perform DOT urine testing must be accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).

9. **DOT Laboratory Testing Methodology:**

- a. **Urine Testing:** Testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution.
 - (i) The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained

in the *Scientific and Technical Guidelines for Federal Drug Testing Programs*, subject to revision in accordance with subsequent amendments.

- (ii) All specimens identified as positive on the initial test shall be confirmed using gas chromatograph/mass spectrometry (GC/MS) techniques. Quantitative CG/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the *Scientific and Technical Guidelines for Federal Drug Testing Programs*, subject to revision in accordance with subsequent amendments.
 - (iii) All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
 - (iv) In reporting a positive test result in a drug test not subject to DOT regulations, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nomogram per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
- b. **Prescription and Non-Prescription Medications.** If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he/she will not be disciplined.
- c. **Medical Review Officer (MRO).** The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, the employee shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) calendar days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

G. **NOTIFICATION OF CRIMINAL CONVICTION:** The City of East Lansing is a recipient of Federal funding. One of the stipulations of the Federal Drug Free Workplace Act is our reporting to the grant and funding administrator, any drug-related convictions of any of our employees.⁴ All employees will notify the City of East Lansing of any criminal drug statute conviction for a drug violation or related offense occurring on any property owned or operated by the City of East Lansing. This includes any site where work is done by the employee and where any vehicles are owned or operated by City of East Lansing.

1. A drug violation is any offense considered violating the Controlled Substance Act or any applicable state or local law or ordinance controlling the use, possession, distribution, sales, manufacturing, or dispensation of any substance listed within the CSA.

H. **NOTIFICATION OF CIVIL OR CRIMINAL DRIVING INFRACTION CONVICTIONS:** Likewise, any and all employees will notify City of East Lansing of any civil or criminal driving conviction resulting from an arrest for an impaired driving or operating under the influence moving violation or related offense.⁵ This includes any site where work is performed by the employee and where any vehicles are owned or operated by City of East Lansing.

1. The employee must notify their immediate supervisor of any such arrest within twenty-four (24) hours of the conviction. The immediate supervisor will report the incident to the Director of Personnel of the City of East Lansing.
2. This provision also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment.

I. **AMNESTY AGREEMENT:** It is not the intent of the City of East Lansing to cause undue hardships, prolong suffering caused by addiction or dependence to controlled substances or alcohol, or invoke unreasonable disciplinary action. We are, however, responsible for the action of our employees during the scope of their employment. As a result, we are urging any of our employees who may have a problem to come forward before the first testing takes place. Those who voluntarily come forward can expect:

⁴ USCS § 701 (a)(1)(D)(ii).

⁵ Michigan Vehicle Code, reference Truck Driver's Guidebook March 1995. Michigan Truck Safety Commission. P. 28

1. Complete and total confidentiality, and
2. Prompt referrals to certified and licensed substance abuse professionals capable of:
 - a. Providing accurate and clinically sound assessments.
 - b. Referrals to licensed and experienced employee assistance providers, and
3. Reasonable expectations of return to duty provided:
 - a. All terms and conditions of any treatment plan are fully met, and
 - b. Our insurance carrier will continue to insure City of East Lansing while employing any of our employees in their previous capacity, and
 - c. The employee is capable of holding a current license allowing them to retain employment in that classification, and
 - d. Is not medically disqualified from operating any commercial motor vehicle (CMV).
4. Employees failing to come forward under this *last-chance* agreement and who are found to have a positive test under the provisions of Part III (*following*) of these regulations can expect to be subjected to the appropriate levels of discipline.

III. DRUG AND ALCOHOL SCREENING

All substance testing will be done by a reliable hospital or independent laboratory using qualified and trained medical technicians or professionals. This facility will be one approved by the City of East Lansing and concurred in by that department within the city responsible for the decision making process⁶.

- A. EMPLOYEES will be transported to and from the collection site in all cases involving reasonable suspicion or cause or post accident testing.

⁶ 49 CFR. Part 40. § 40.27

B. BREATH ALCOHOL TESTING: Effective January 1, 1993, many privately-employed commercial driver license-holders in the State of Michigan were required to submit to random, post accident, reasonable suspicion (for cause), return-to-duty, and follow-up testing for alcohol.

1. **PUBLIC EMPLOYEES**, beginning January 1, 1995 employers with 50 or more Commercial Drivers in their employ as of March 17, 1994 are required to develop and implement similar regulations requiring the drug and alcohol testing of their workers. All other public employers will be required to be in full compliance no later than January 1, 1996⁷.
2. **REFUSAL** to submit to a required test is prohibited under both federal regulations⁸ and state regulations. The primary purpose of these testing provisions is to deter the use and misuse of alcohol while working, immediately before reporting to work, or immediately following reportable accident. We are including these provisions in our administrative regulations because we are concerned about the health and welfare of our driver-employees and to insure the safety of those we transport.
3. No employee will use or possess dangerous or unauthorized inhalants with the intention of misusing these products before, during, and immediately following working hours.

C. OFF DUTY ALCOHOL USE: No employee, on-call, subject to call-in, or engaged in transporting away from the city limits will consume any alcoholic beverage within four (4) hours of beginning a safety-sensitive function⁹.

1. **ANY EMPLOYEE** called to work and having consumed alcohol within the four(4) hour period will advise their supervisor or dispatcher they are unable to report for work and perform safety-sensitive functions.
 - a. Any employee refusing to submit to a Preliminary Breath Test (PBT) for cause or whose Breath alcohol level measures .04 percent or greater as measured by a PBT and confirmed by an Evidential Breath Test (EBT) will be placed out of service for 24 hours as a

⁷ 49 CFR. Part 382 Subpart A. § 382.115

⁸ Part 382. Subpart B. § 382.211

⁹ Part 382. Subpart B. § 382.207

safety-sensitive driver or until the person can successfully pass a PBT followed by an EBT.

- b. The employee who refuses to submit to PBT or EBT and was operating a commercial motor vehicle will be considered to have a BAL, if above .04 percent and is medically disqualified from operating a commercial motor vehicle until they can successfully pass a chemical analysis of breath assessment. Michigan's motor carrier safety regulations require that a driver refusing to submit to a chemical test will have their CDL suspended for one (1) year.

- (i) Under the terms of 49 CFR, Part 382.211, No employer shall allow a driver who refuses to submit to a required alcohol or controlled substance test to perform or continue to do safety-sensitive functions.

- 2. **Breath Alcohol Level of .04 percent:** *Federal Motor Carrier Safety Regulation (FMCSR) 392.5* A person, whether licensed or not, whose Breath .04 percent by weight of alcohol or greater shall not operate a commercial motor vehicle within the State of Michigan.

- a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or, otherwise Locked-Out and tagged-out until a designated representative of the city can retrieve the vehicle and/or equipment.
 - b. Any employee found to have violated the mandatory twenty-four (24) hour stand down order will be considered violating these regulations and appropriated disciplinary action can be taken.

- c. Any employees who operated a publicly-owned commercial motor vehicle violating law enforcement imposed out-of-service order may be guilty of a misdemeanor and may have their CDL suspended for one (1) year.
3. **Breath Alcohol Level of .041 and above:** a positive PBT confirmed by an EBT for the presence of alcohol in the body at .041 percent or above by weight of alcohol while on duty performing a safety-sensitive function, while reporting for duty and assigned a safety-sensitive function, or within eight (8) hours after reportable accident will be suspended¹⁰, without pay, from duty and the following actions will be taken:
- a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or otherwise locked-out and tagged-out until a designated representative of the city can retrieve the vehicle and/or equipment.
 - b. The employee will be confronted by the trained supervisor observing the incident and detecting the Breath alcohol level, and will be offered union representation.
 - (i) The employee will be transported by the city to an approved breathalyzer operator for a confirmatory evidential breath test.
 - (ii) Following the evidential breath test, the employee will be transported to their home or place of residence by the city, or the city will make arrangements to transport the employee to their home or place of residence.

¹⁰ 49 CFR. Part 382. § 382.605

- c. Second or continuing violations of this provision of the city's administrative regulations can result in disciplinary action up to and including termination within the context of our agreement with the union and proper and documented justification.
4. **Breath Alcohol Level of .07 percent or higher:** In the State of Michigan, a commercial driver found operating a commercial motor vehicle with a Breath alcohol level of .07 to .10 percent by weight of alcohol is to be considered impaired (OUI or DWI)¹¹. As a result, any of our employees with a Breath alcohol level of .07 or higher will be offered union representation:
- a. be suspended, without pay.
 - b. be transported by the city to a certified breathalyzer operator for a confirmatory test, and
 - c. be directed to undergo an assessment of their condition by a licensed and certified substance abuse professional (SAP), and
 - d. be relieved from driving duties, disqualified from further employments as a commercial driver until a disposition of their case is reached by the city personnel department and considering the recommendations of the SAP.
5. **Supervisory Administered Alcohol Tests:** Consistent with the regulations and accompanying comments contained in the Federal Register, *"any supervisor who makes the reasonable suspicion (for cause) determination is prohibited from conducting the preliminary breath test (PBT)"*¹². As a result, two supervisors must become involved before any driver is found to have violated our regulations resulting in a referral to a SAP.
- a. Any supervisor making the reasonable suspicion (for cause) determination must have not less than sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of alcohol misuse.

¹¹ FMCSR 392.5

¹² Federal Register Vol. 59, No. 31, February 15, 1994, p. 7488

- b. Any supervisor administering an evidential breath test (EBT) must meet the requirements of Procedures for Transportation Workplace Drug and Alcohol Testing Programs¹³ specifically, and we quote from the Federal regulations:

- (i) "(6)(b) A BAT-qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to quickly perform the test. A supervisor shall not serve as a BAT for the employee in any circumstance prohibited by DOT regulation."

IV. EMPLOYMENT CONSIDERATION TESTING¹⁴:

All regulated (*safety-sensitive*) applicants must submit to and pass a urine drug screening test to be considered for employment. Applicants may also be requested to submit and pass an alcohol breath test administered within two hours of the first time they assume their safety-sensitive job. Drug testing may be waived by the prospective employer if¹⁵:

- A. **APPLICANT** has undergone a drug test required by DOT regulations under part 40 within the preceding six months, and
- B. **RESULTS** of that previously administered test indicate an alcohol concentration of less than .04 percent.
- C. **JOB APPLICANTS** who are denied employment because of a positive drug test may reapply for employment after six (6) months. A job offer may be made only after successfully passing the urine drug screening test.
- D. **POST-OFFER CANDIDATES:** All other job candidates, if appropriate, will submit to, and pass both a urine drug screen and breath alcohol test following the offer of a job but just before reporting for work. Authority: Americans With Disabilities Act
 - 1. An applicant who has received a firm job offer is cautioned against giving notice at their current position, selling real estate, or incurring other costs

¹³ 49 CFR. Part 40, Subpart C., § 40.51

¹⁴ 49 CFR. Part 382. Subpart C. § 382.301

¹⁵ § 382.301(1)

associated with accepting employment with the City of East Lansing until drug screening testing clearance has been received. Under no circumstances should a new employee report for work until clearance is received by the city.

2. Part-time or seasonal employees may be exempted from pre-employment testing only if they remain the random selection pool during the time they are not actively employed by the City of East Lansing. Employees whose names are removed from the random selection pool of the City will submit to and pass pre-employment testing at the time they return to work for the City.
3. If an applicant protests a positive urine drug test screening result, the City may exercise its discretion to allow the applicant to submit the split sample portion of the original specimen immediately, and without prior notice, for testing. As applicant who refuses screening will be denied any further consideration.
4. If the split-sample urine drug screen test is requested, the applicant will pay for the test.
5. If the split sample test's results overturn a first test positive, the test will be considered a negative and a copy of the second test results will be placed in the employee's drivers or personnel file and a copy provided to the employee or applicant.

V. POST-ACCIDENT TESTING:

Any employee involved in a reportable vehicle accident¹⁶ while operating a command motor vehicle any owned or operated by the City of East Lansing will be required to submit to a urine drug screen or Evidential Breath Test. By definition, City of East Lansing considers an accident reportable when: performing a safety-sensitive function with respect to the vehicle:

- A. **FATALITY:** A fatal accident resulted death within 30 days of the incident, or
- B. **CITATION:** An employee was cited by an investigation law enforcement agency,
- C. **DUTY REGULATIONS:** This provision applies to any employee operating any

¹⁶ § 382.303

city commercial vehicle while on or off-duty.

VI. RANDOM AND PERIODIC SELECTION:

All affected employees will submit to a urine drug screen at the time of their regularly scheduled, employment-related, physical examination until our random selection process has been in affect for one (1) year and we've tested 50 percent of our affected employees.

A. **RANDOM SELECTION:** In addition, all employees will be included in casual selections of employees to undergo unannounced urine drug screens and alcohol tests. Such casual selections are called random tests and selection will be conducted from a pool of eligible workers employed by the City¹⁷. Selection will be based upon:

1. **Regulated Selection:** A casual or random draw of the selected employees from a pool containing the last four digits of employee social security numbers of all regulated employees.
 - a. Random Drug Tests will equal not less than 50 percent of all employees listed within the pool in a calendar year¹⁸.
 - b. Random Alcohol Tests will equal not less than 25 percent of all employees listed within the pool for at least the first year of operation.
 - c. Alcohol random tests may be selected from those to participate in the drug screen random selection provided;

¹⁷ § 382.305(e)(f)

¹⁸ § 382.305(g)

- (i) Each employee within the pool has an equal chance of being selected for either or both tests.
 - (ii) If industry-wide positive levels exceed more than one (1) percent for two years running, the random alcohol testing rate will increase to fifty (50) percent.
 - (iii) If industry-wide levels fall below one (1) percent positive for two years running, the random alcohol rate will fall to ten (10) percent.
- B. **OPEN SELECTION:** A casual or random draw of the selected employees from a pool containing the last four digits of *all* employee social security numbers.
- C. **QUALIFICATION FOR TESTS:** All employees selected for the administering of casual or random tests will be included in the pool of available employees.
 - 1. Participation in any other testing event does *not* exclude any employee for selection under the provisions of this section.

VII. RETURN TO DUTY & FOLLOW-UP TESTING

Any employee enrolled in a treatment program or successfully completing a rehabilitation program will:

- A. **SUBMIT** to and pass a breath alcohol test administered within two (2) hours of resuming their safety-sensitive function¹⁹, and
- B. **SUBMIT** to and pass a urine drug screening administered with reportable results reported to the City before the employee May resume performance of safety-sensitive functions.²⁰

¹⁹ 382. Subpart C § 382.309.

²⁰ 49 CFR. Part 382. Subpart C. § 382.311

- C. FOLLOW-UP testing may be prescribed by the attending Substance Abuse Professional or Employee Assistance Counselor²¹. Such testing is authorized by Federal regulation. Employees required to submit to follow-up testing not less than six times in the first year and may, upon the direction of the SAP or EAP continue testing for up to a period of 60 months.²²

VIII. TEST LEVELS:

For the purposes of these regulations, any employee will be considered to have failed (*with a positive test result*) any administered urine drug screen if, after analysis, test levels show the use of a controlled substance included in Schedule I or II as defined by § 802(6) of Title 21 of the United States Code [Section 802(6) of title 21, Food & Drugs]; the possession of which is unlawful under Chapter 13 of that Title [§ 801 et seq. of title 21]. The term *illegal drug* does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.

- a. Employees undergoing prescribed medical treatment with a controlled substance must:
 - (i) Report to their physician that they are, in fact, a safety-sensitive employee of the City of East Lansing and request alternative non-influencing medications is appropriate. This includes elixirs or preparations containing alcohol.
 - (ii) In cases where the physician prescribes medications that may cause drowsiness or other limiting symptoms, the employee will be required to report and list such medications to the City of East Lansing.
 - (iii) No employee may be disciplined for properly using a prescription medication consistent with the physician's directions. Employees are bound by the direction provided by the physician; NOT by recommendations of the pharmacist. There may be occasions where an employee may be reassigned to non-safety sensitive jobs while undergoing treatment and until the effects of the prescription have

²¹ 49 CFR. Part 382. Subpart C. § 382.311

²² Subpart F. § 382.605

left the employee's system.

IX. CONFIDENTIALITY

All actions taken by the City of East Lansing under the authority of these regulations will be taken to insure the confidentiality of the employees²³.

A. MEDICAL REVIEW OFFICER RECORD RETENTION FOR CONTROLLED SUBSTANCES.

1. A medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of five years for verified positive controlled substances test results.
2. A medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of one year for negative and canceled controlled substances test results.
3. No person may obtain the individual controlled substances test results retained by a medical review officer, and no medical review officer shall release the individual controlled substances test results of any driver to any person, without first obtaining a specific, written authorization from the tested driver. Nothing in this paragraph shall prohibit a medical review officer from releasing, to the employer or to officials of the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled substances testing program under this part, the information delineated in §382.407(a) of this subpart.

- B. CONFIDENTIAL DISCUSSIONS:** All discussions with employees will be conducted as privately as circumstances permit. The employee may and is encouraged to exercise his rights under the terms of the collective bargaining agreement to have his or her steward present if they so desire.

X. EMPLOYEE ASSISTANCE:

The City of East Lansing actively supports the Employee Assistance concept which is strictly

²³ 49 CFR Part 382. Subpart D. § 382.401

confidential²⁴. This program openly promotes the treatment of employees suffering from addiction or abuse problems. As a matter of policy, we provide our employees, support personnel, supervisors, and administrators with information regularly. this information will include dangers of abuse, awareness, community and professional efforts, and community or private treatment availability. We cannot, however, financially support an employee who voluntarily submits to treatment beyond the benefits normally provided by virtue of our existing health care program, medical insurance, or employee assistance program.

A. **THE SUBSTANCE ABUSE ASSESSMENTS:** Employees testing positively for alcohol use following an Evidential Breath Test will be afforded the opportunity to undergo an assessment by a licensed and certified Substance Abuse Professional²⁵. The SAP will be trained at minimum to the level of MSW (Masters of Social Work) and preferably be a Clinical Psychologist.

B. **REFERRALS:** All or our employees are urged to contact our EAP provider in cases where:

1. They wish to refer themselves for treatment, or
2. Treatment is recommended by their supervisor or official of City of East Lansing, or
3. The employee's drug or alcohol tests result in a positive indicator, or
4. They or members of their family show signs of needing assistance or through intervention by family members.

D. **EMPLOYEE ASSISTANCE PROVIDER:** Our Employee Assistance Provider is:

Cares EAP
913 W. Holmes Rd, Suite 255
Lansing, MI. 48910
Telephone: (517) 393-4191 or 1-800-234-4191

E. **PAY DURING TREATMENT:** Except where specifically authorized in our collective bargaining agreement with the union or our existing benefit package,

²⁴ 49 CFR Par 382. Subpart F

²⁵ 49 CFR Part 382. Subpart F. § 382.605

employees may not collect pay during periods of treatment or rehabilitation.

EFFECTIVE DATE

This Agreement shall become effective as of JUNE 4, 1996.

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

EAST LANSING INDEPENDENT
EMPLOYEES UNION

CITY OF EAST LANSING

Annis Brandt

Pete Ry

Rodolph Morris

Angela Mahin

Warren Kimbly

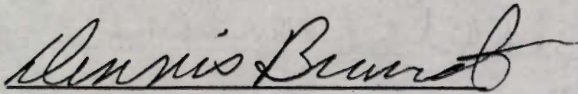
LETTER OF UNDERSTANDING

The City and the Union have agreed that all grievances currently outstanding between the parties as of the date of the ratification of the this Agreement will be reviewed with State Mediator Freda Mills Obrecht and the parties agree that the issue of points can be addressed and modified as agreed to by the parties, including resolution of the grievances.

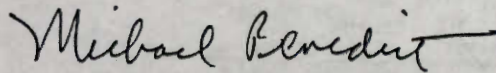
The City and the Union have agreed to continue discussions concerning those Union members who have left the employ of the City and/or retired between the period of July 1, 1994, and the date of ratification of this Agreement by the parties. These discussions will include the requested leave of absence which had previously been denied by the City concerning former Union President Ron Hunt.

EAST LANSING INDEPENDENT
EMPLOYEES UNION

CITY OF EAST LANSING



Dennis Brandt, President



Michael Benedict, Deputy City Manager and
Director of Human Resources

JUNE 17, 1996

Date

June 17, 1996

Date