

6/30/74

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

AGREEMENT

BETWEEN

CITY OF LANSING, MICHIGAN

AND

LANSING CITY EMPLOYEES' UNIT,

LOCAL #1390, MICHIGAN COUNCIL 55, AFSCME, AFL-CIO

1972-1974

*Lansing City*

*No address*

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P R E A M B L E

This contract is entered into between the City of Lansing, Michigan, a municipal corporation (hereinafter referred to as the "City") and the Lansing City Employees Unit, Local 1390, Michigan Council #55, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

DECLARATION OF POLICY

It is the intent and purpose set forth herein to state eligibility and wage rate ranges for merit increments and rates of pay therefor, employment benefits and conditions of employment, and a system for the settlement of disputes arising under and during the term of this contract in order to eliminate interruptions of work and interference with the efficient operation of the City's governmental mission.

ARTICLE II

MANAGEMENT RIGHTS

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

rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;

(b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (i) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to adopt, revise and enforce working rules and general requirements and carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification or department to another; (m) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; (n) the sole right to determine what, if any, parking privileges will be granted. The City agrees that the rights of the Union are specifically listed in this Contract, that all subjects not specifically listed in this Contract are retained by the City, and the Union agrees that Article II of this Contract entitled "Management Rights"

shall not be the subject of any grievance whatsoever. However, nothing contained in Article II shall mean that the Union may not or cannot grieve regarding other Articles or Sections of the Contract.

### ARTICLE III

#### RECOGNITION OF THE UNION

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

Central Garage, Civic Center, Parks and Recreation, Public Service and Traffic Engineering employees, excluding all (temporary and seasonal employees), secretaries, clerks, confidential and supervisory personnel.

The Union agrees that since temporary and/or seasonal employees are excluded from the bargaining unit, no grievance for any reason involving such employees shall be filed or recognized under the terms of this Contract.

#### SECTION 2. Union Security.

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

B. Modified Union Shop. Newly hired, regular, full time employees covered hereby, after the completion of their probationary period, shall, as

a condition of continuing employment, become members, and shall maintain their membership in the Union for the duration of this Agreement; or on the date that the City has proof of at least a 75% Union membership of the eligible bargaining unit, all other employees of such unit shall pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for the representation. Employees who do not comply with the above requirements within thirty (30) days after written notice is served to the employer by the Union, shall be issued a voluntary resignation by the City.

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

SECTION 3. Check-Off.

A. The City agrees to deduct from the pay of employees covered hereby, the Union's initiation fee and dues owed pursuant to Section 2, above, once each month for the duration of this Agreement. Such deduction and any other deduction pursuant to this Agreement will not be made from pay for the same pay period. This duty to check-off shall be subject to the following sub-sections.

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

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

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

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

D. The City will send to the Union's Treasurer a check in the amount of each total deduction made with a list for whom dues have been deducted in the Union's behalf, no later than two (2) weeks after the pay day on which the deduction is reflected.

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

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

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



ARTICLE IV

UNION REPRESENTATION

SECTION 1. Stewards. The employees covered by this Contract will be represented by Stewards in the following departments:

Central Garage	1 Steward
Asphalt Plant	1 Steward
City Hall	1 Steward
Civic Center	1 Steward
Parks & Recreation	3 Stewards
Public Works & Garage	1 Steward
Refuse & Sewage	1 Steward
Traffic Engineering	1 Steward

In the absence of one of the above Stewards, the Chief Steward may appoint an Alternate Steward by notifying the City's Labor Relations Supervisor in writing. The Labor Relations Supervisor will then notify the immediate supervisor of the Alternate Stewards status.

SECTION 2. Chief Steward. The Stewards shall select a Chief Steward who shall act in that capacity where provided in this Agreement. In the absence of the Chief Steward, the Chapter Chairman may appoint an Alternate Chief Steward by notifying the City's Labor Relations Supervisor in writing. The Labor Relations Supervisor will then notify the immediate supervisor of the Alternate Chief Stewards status.

SECTION 3. Chapter Chairman. The Chapter Chairman shall be allowed time off without loss of time or pay to investigate and handle grievances that are in the written grievance procedure. In no event shall the Chapter Chairman leave his work without first requesting and obtaining the written approval of his immediate supervisor; which must be granted as promptly as is practicable under the circumstances.

SECTION 4. Notice to the City of Union's Representatives. The Chapter Chairman of the Union shall advise the City's Labor Relations Supervisor in writing, of the names of the Stewards, the Chief Steward and the Chapter Chairman and of the group which each represents. No Union Steward, Chief Steward or Chapter Chairman will be granted time

off from his job for any reason unless the City is properly notified according to this Section.

## ARTICLE V

### SENIORITY

SECTION 1. Definition. An employees seniority shall be his continuous length of service with the City determined from the date he was hired as a regular, full time employee if there was no prior service as a temporary employee, or it shall be determined from the date he was hired as a temporary employee if there was continuous service as a temporary employee prior to the date he was promoted to the status of a regular, full time employee. Continuous service can be broken only by a termination notice. The amount of continuous service as heretofore provided shall be applied to an employees probationary period hereinafter set forth but seniority shall not accumulate during any leave of absence or layoff. Seniority shall be applied only as specifically set forth in this Agreement. The City will record the seniority dates for the employees in each department on departmental seniority lists, however, except as otherwise provided, seniority shall be bargaining unit wide.

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

SECTION 2. Temporary Employees. Temporary employees shall not be covered by this Agreement. Temporary employees may be used for seasonal work. In the Refuse Division of the Public Service Department, temporary employees may be used if regular, full time employees are not available for work.

A temporary employee is one who is used to perform seasonal work to assist the regular work force. He shall not be used to take the place of

regular, full-time employees. If a temporary employee is retained as a full-time employee, or works beyond the length of employment as herein defined, he shall have seniority accumulated from his original date of hire and applied toward his probationary period. It is understood that the provisions of this Agreement do not apply to these temporary employees except as otherwise stated above.

All employees who have been retained as full-time employees in the past shall have seniority from the first day hired by the City.

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

There shall be no seniority among probationary employees.

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

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

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

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

SECTION 5. Seniority of Union Representatives and Union Officers. Notwithstanding his position on the seniority list, a Steward shall, in the event of a layoff, be continued at work as long as there is a job in the group which he represents which he is qualified to perform, and, if

he is laid off, shall be recalled to work on the first open job in his group, which he is qualified to perform.

Notwithstanding their position on the seniority list the Chapter Chairman, Chapter Secretary and Chief Steward of the Chapter in that order, shall, in the event of a layoff, be continued at work as long as there is a job covered by this Agreement which he is qualified to perform, and, if any of the foregoing be laid off, they shall be recalled to work, in the foregoing order, on the first open jobs which they are qualified to perform.

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

#### ARTICLE VI

##### APPLICATION OF SENIORITY

SECTION 1. Temporary Transfers. If there is a temporary surplus or deficiency of employees in any classification covered by this Agreement, the City may adjust the situation by assigning employees to other work within their classification or within another classification for which the City deems them qualified.

When there is more than one (1) employee in a classification from which the temporary transfer is to be made, the junior employee will be selected, provided he has the present ability to perform the work required, unless the temporary transfer is an upgrade to a higher-paid classification, in which case the senior employee so qualified will be transferred. During the period of his temporary transfer to another job, an employee shall be paid the rate of his regular job, or the rate of the job to which he is transferred, whichever is the higher rate.

SECTION 2. Permanent Transfers. All open or vacated jobs shall be posted within ten days of the time the job becomes open or vacated. Notice of job vacancies shall be posted on the bulletin boards by the City for three working days, setting forth the minimum requirements and the date it is posted for the vacant position. An employee desiring to fill a posted job vacancy shall sign the posting. If he would be off work for any reason at a time when he thinks a posting might be made in which he would be interested, he may give written notice of his interest to his immediate supervisor, obtaining a receipt for such doing before he leaves. After the end of the posting period an employee may not bid regardless of his reason for failure to bid during the posting period; and also, regardless of his seniority standing relative to those who bid during the posting period. If there are qualified bidders, the job shall be awarded within fourteen calendar days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The employer shall furnish the chapter chairman a copy of each job posting at the same time the postings are posted on the bulletin board.

A. Permanent Transfer Within Classification. Employees who have bid merely to transfer to another job within the same classification shall be selected in seniority order, providing they are qualified.

B. Permanent Transfer to Another Classification of Equal or Lower Pay. Employees who have bid to transfer to a different classification from the one they hold, which would pay them the same or a lower rate, and who then meet the requirements of the classification bid for, shall be selected in seniority order.

C. Promotional Permanent Transfer. Employees who have bid to transfer to a different classification from the one they hold, which would pay them a higher rate, and who then meet the requirements of the classification bid for, shall be selected in seniority order. Employees who under this section are promoted into excluded supervisory classifications, as listed in appendix "D" of this Agreement, shall cease having their union dues deducted from their pay, pursuant to Article III, Section 2 hereof, the next calendar month following the month of their promotion.

The City in all instances, may promote or transfer the employee, who in its judgement meets the requirements of the classification bid for.

During his first ten (10) working days on the job he bid for whether "A", "B", or "C", above an employee may elect to return to his former job if he gives sensible reason for his desire to do so. Only if the job is "B" or "C", above, may the City transfer him back to his former job, within that period. If the job is thus vacated the City may, at its option, select another bidder from the posting or re-post the job. After such ten (10) day period on the job an employee's seniority shall be transferred to the classification and rate of the job, in the case of "B" or "C".

After an employee's successful transfer to a job in response to his bid for it, he shall be ineligible to bid for another posted job until he has served on that job for six (6) months. However, if the job for which he desires to again bid is a higher paying job, "C" above, he shall be eligible to bid again after working one (1) month on the job.

In the event of transfer and promotion seniority shall first be applied on a departmental basis, if there are no qualified personnel within the department, seniority shall be applied on a unit wide basis.

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

SECTION 3. Transfer Out of and Back Into the Bargaining Unit. If an employee is transferred to a position under the City not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.

SECTION 4. Shift Preference. At the sewage disposal plant where a seven (7) day around the clock operation is necessary, the twelve plant operators shall not be continuously assigned to the same work hours but shall be rotated on a schedule to be negotiated within the department.

SECTION 5. Layoffs and Recalls. The word "layoff" means a reduction in the working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority in inverse order of seniority.

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

Subject to the definitions and procedures therein, a laid off employee shall be eligible for the benefits of Chapter 2, City of Lansing Code, "Layoff Benefit Plan", pertinent Sections of which are attached hereto as Appendix A.

Employees who work four (4), ten (10) hour days in lieu of five (5), eight (8) hour days for the completion of a forty (40) hour work week as elsewhere defined by this Agreement shall be deemed to have worked the

2,000 straight time hour requirement for the purpose of Appendix A only, if these employees have worked a minimum of 1,664 straight time hours during the 365 days immediately preceding the first normally scheduled work day not paid after layoff.

When the size of the work-force is to be increased after a reduction-in-force, employees transferred during the layoff shall be transferred back to their original jobs to the extent practicable, and employees laid off shall be recalled in seniority order to fill the vacancies thus created.

Notice of recall may be given in person, by telephone, by telegram, or by registered or certified mail. In the case of notice given in person or by telephone, the City shall promptly thereafter give to the Chapter Secretary a written memorandum that it has given such notice. In case of notice given by telegram or mail, the employee's last address of record with the City shall be used.

An employee who fails to report for work when notified to do so in person or by telephone, by the starting time of his shift on the fourth (4th) working day thereafter, or by the starting time of his shift on any later day on which he is instructed to report, shall be deemed to have quit, shall cease to have seniority, and shall have his name removed from the seniority list. An employee who fails to report for work when notified to do so by telegram or mail, by the starting time of his shift on the sixth (6th) work day after the date such notice is sent, or by the starting time of his shift on any later day on which he was instructed to report, shall likewise be deemed to have quit and shall lose seniority. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the City's Personnel Director of such reason by telegram or by registered or receipted mail, received prior to the deadline for his reporting for work. It is



recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Personnel Director, to the satisfaction of the Personnel Director, the City may determine that the employee's loss of seniority shall stand, and the employee may appeal the City's determination to the grievance procedure, beginning in Step 3.

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

## ARTICLE VII

### HOURS OF WORK AND WAGE RATES

#### SECTION 1. Hours of Work.

A. The Normal Work Week and Work Day. Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the regular hourly rate shall be paid as set forth in Appendix B of this Agreement. No employee shall have his work week schedule altered for the purpose of avoiding the payment of overtime. No employee shall be required to work on his scheduled day off in lieu of his scheduled work day. Nothing herein shall be construed as meaning that any employee shall receive overtime pay for Saturday or Sunday work unless such work is performed according to B and/or C of this section.

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

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

D. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid sick leave days, and paid vacation leave days shall be considered as days worked. For the purpose of computing overtime work on Saturday or sixth day, and Sunday or seventh day, the normal starting time of each employee's regular shift shall be used for the twenty-four hour period on Saturday or sixth day, and the twenty-four hour period on Sunday or seventh day, to define (b) and (c) of Article 8. In no case shall any employee be paid for any time not actually worked.

E. Distribution of Overtime. When overtime work is required, it shall be approved by the employee's immediate supervisor, and it shall be equalized as nearly as practical among employees holding like job classifications within a single departmental division. An up-to-date list showing overtime

hours will be posted weekly in a prominent place in each departmental division. Whenever overtime is required, the person with the least number of overtime hours in that classification within a single departmental division will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of the employees working during that period, excluding employees on vacation or sick leave. This chart may be replaced monthly, but when it is, the accumulated number of overtime hours will be carried forward to the chart next posted. On January 1 of each year, a new accumulation of overtime hours shall be started for each man covered hereby. Employees newly entered in a group as a new hire, a transferred or a promoted employee shall be credited with the highest number of hours of the equalization group which he enters.

F. Work Shifts. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4.00 a.m.

A shift shall be considered a regular shift if the job is of at least five (5) consecutive work days.

An employee may take a work break in the first half and the second half of his regular shift, of not to exceed fifteen (15) minutes each, at times scheduled by his immediate supervisor.

G. Night Premium. Employees who work between 6:00 p.m. and 6:00 a.m. shall receive, in addition to their regular rate of pay, fifteen (15) cents per hour night premium.

H. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation

of a forty (40) hour work week under any of the terms of this section.

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

J. Computation of Pay. Employees who report late for work or who leave work early, or who work overtime shall have all such hours computed for pay purposes to the nearest tenth (1/10) of an hour including any fraction thereof.

## ARTICLE VIII

### WAGE SUPPLEMENTS (In Alphabetical Order)

SECTION 1. Bereavement Time, With Pay. At the time of the death of a member of his immediate family, as defined below, an employee shall be granted leave of absence, so that he may make funeral arrangements, attend the funeral, etc., for a period of time which is of duration appropriate to the circumstances presented (such as the out-of-town travel involved), and he shall be paid for not to exceed three (3) of his scheduled work days in that period, from his accrued sick or vacation time off at the employees option, with pay, credit hereinafter provided for.

"Immediate Family" shall mean parent, spouse, child, child-by-law, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents or grandparents-in-law.

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

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

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
One half day prior to Christmas Day  
Christmas Day

provided that he meets all of the following eligibility rules:

He is a seniority employee on the day on which the City observes the holiday, and he works or is paid pursuant to this Agreement, the full period of his last scheduled work day prior to, and his next scheduled work day following, the holiday. If a holiday falls on an employees scheduled day off, he may be paid an additional eight (8) hours pay at his regular rate, or he may be allowed to take another day off, with pay, in lieu thereof at a time mutually agreeable to him and his designated management representative.

An employee eligible for holiday pay shall receive eight (8) hours pay for each of the above listed holidays, except the half day prior to Christmas Day Holiday, at his regular, straight time rate, exclusive of night premium or overtime premium, except that, instead of pay for the holiday as such an employee whose vacation period includes a holiday except the half day prior to Christmas Day Holiday shall have one (1) day added to his vacation.

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

An employee who works on a holiday shall receive holiday pay plus time and one-half for such hours worked. An employee who accepts a holiday work

assignment and then fails to perform such work, without reasonable cause acceptable to the City, shall not receive holiday pay.

SECTION 3. Hospital, Medical, Surgical Insurance. The City will continue to make available to an employee covered hereby, a Blue Cross-Blue Shield (MVF-2 With ML and \$2.00 prescription drug riders) Plan of hospital, medical and surgical insurance.

An employee shall become covered by insurance through his completion of the required forms (at time of hire, rehire, or during an annual enrollment period), and his acceptance by Blue Cross-Blue Shield as a participant. Such forms, and information as to the Plans, shall be available at the City's Personnel Office. The City reserves the right to substitute another carrier of this coverage, the fundamental provisions of the present coverage will not be changed.

For a seniority employee the City will pay one hundred percent (100%) of the premium for single-person or full family ward coverage. The employee will pay, by payroll deduction, the balance of the total premium due for service he has selected which is more expensive than ward coverage. Such deduction and any other deduction pursuant to this Agreement, will not be made from pay for the same payroll period.

SECTION 4. Jury Duty or Witness Pay supplement. During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, the City will pay him, the difference, if any, between any fees for jury service or witness service and the pay he would have received had he worked his scheduled hours during his period of jury duty or witness service, provided that the employee gives the Department Head prompt notice of his call for jury service or witness service and, thereafter, provides evidence of his performance of jury service or witness service and of the payment he received for it.

SECTION 5. Life Insurance. The City will provide to an employee covered hereby, life insurance coverage for himself, without cost to him, and it will

make available to him at reasonable cost to him, coverage for his spouse and child or children, all as set forth in a booklet, explaining this "Group Life Insurance Plan", which shall be available at the City's Personnel Office. Pertinent provisions of this Plan are set forth in Appendix C, attached hereto. The City reserves the right to substitute another carrier of this coverage; the fundamental provisions of the present plan will not be changed.

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

<u>SERVICE</u>	<u>ANNUAL BONUS</u>
5 or more, and less than 10 years	2% of annual earnings
10 or more, and less than 15 years	4% of annual earnings
15 or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings

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

For purpose of longevity bonus, an employee's annual earnings shall be the wage rate which he is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, multiplied by his hours worked during the longevity bonus year, and exclusive of overtime pay, premium pay or uniform allowance. No longevity bonus shall be made for that portion of an employee's annual earnings which is in excess of \$8,000.00.

Payment of longevity bonus to an employee who becomes eligible by October 1st, of any year shall be due the subsequent December 1st, except that an employee

whose service with the City terminates for any reason between October 1st and December 1st of any year, shall be paid longevity bonus upon termination of his employment.

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

SECTION 8. Call in or Report Pay. An employee who is called in or who is permitted to come to work without having been notified that work on the job for which he was scheduled is not available may, at the City's discretion, be sent home or be put to work on any job to which the City may assign him.

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

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

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



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

SECTION 10. Sick Leave. During the period of his absence from work due to his illness or injury, an employee will be paid from his sick leave credit hereinafter provided for.

An employee who falls ill or is injured and who expects to be off work so as to use his sick leave, with pay, credit must notify a supervisor in his department or designated location as promptly as is practicable under the circumstances but, in any event, not later than two (2) hours after his starting time. His failure to do so may result in denial of his claim against sick leave.

An employee's sick leave credit may be used to cover his "waiting period" under the Workmen's Compensation Act and, thereafter, to make up the difference between his Workmen's Compensation payments and his regular wage.

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

An employee who frequently depletes, or reduces to a low point, his sick leave accrual, due to illness or injury, thereby indicates that his health is not suitable for his employment and if found to be abusing this privilege or benefit it shall result in his termination.

SECTION 11. Sick Leave Credit. An employee shall be credited with one (1) day (8 hours) of sick leave with pay, upon completion of each calendar

month of service to a maximum accumulation of one hundred and twenty (120) days, which he may use as set forth in Sections 1, 10, and 13 of this Article. No sick leave credit shall be accrued by an employee during an unpaid leave of absence.

An employee or his beneficiary will be paid for one-half ( $\frac{1}{2}$ ) of his unused accrued sick leave credit at the date of his retirement or death, not exceeding sixty (60) days. An employee who otherwise leaves the City's service may not cash in any part of his unused sick leave accrual when he leaves.

SECTION 12. Vacation Leave.

A. Eligibility and Allowances. On each anniversary of his seniority date a regular, full time employee shall be eligible for a vacation, with pay, as follows:

<u>SENIORITY</u>	<u>VACATION, WITH PAY</u>
1 Year	5 Work Days
2 Years	10 Work Days
11 Years	15 Work Days

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

B. Scheduling. Vacations will be scheduled at a time mutually agreeable to the employee and his department head at such time(s) as will least interfere with the efficient operation of the department and with due regard for the expressed preference of the employee, during the calendar year (beginning Jan. 1) following establishment of eligibility for vacation.

No more than one (1) complete vacation earned may be taken during any calendar year, provided, however, that authorized carry-over from the previous year's unused vacation may be included, if the carry-over does not exceed five (5) work days.

Vacation leave is expressed in work days so that an employee who desires to take one or two days at a time may do so.

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

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

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

SECTION 13. Workmen's Compensation. Pursuant to Michigan Law, the City provides, at its sole expense, Workmen's Compensation coverage for each employee covered by this Agreement.

## ARTICLE IX

### Leaves of Absence

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

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

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

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

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

SECTION 3. Special Sick Leave Without Pay. An employee who is ill or suffers an injury and who offers a physician's certificate as to the necessity for special sick leave of absence as a result thereof, shall be granted a special sick leave of absence. Application for special sick leave shall be made to the department head.

Extension(s) of special sick leave shall be granted, on the employee's application similarly supported by a physician's statement. However, an employee who is on special sick leave for a total of two (2) years shall be terminated as a voluntary resignation.

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

SECTION 4. Union Business Leave.

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

Request for such leave shall be submitted to the Personnel Director by an Officer of the International Union or the Council.

B. Any other Union business leave of absence shall be granted, for the period of service for the Union, provided, however, that not more than two (2) employees shall be on such leave at any one time, that such leave shall not exceed two (2) calendar weeks in duration, and that the leave shall be requested sufficiently in advance to permit the City adequate time to cover the work of the employee(s) for whom leave is requested. A request for such leave for Union business shall be in writing, shall be submitted by the President of the Local Union to the City's Personnel Director and shall state the specific purpose for which leave is requested. A total of not more than five (5) days of such Union business leave(s) time shall be paid by the City, per year (July 1 - June 30 of the following calendar year); Union business leave shall otherwise be without pay.

SECTION 5. Leaves of Absence and Loss of Seniority - General. An employee who gives false reason for obtaining a leave of absence, or who accepts employment elsewhere while on a leave of absence (other than a Union business, or military reserve or service leave), or who is self-employed for the purpose of making a profit during a leave, shall cease to have seniority and his name shall be removed from the seniority list.

An employee who fails to report for work at his starting time on his first work day after expiration of a leave of absence shall cease to have seniority and his name shall be removed from the seniority list. However, if the employee's failure to report is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has

notified the City's Personnel Director by telegram or by registered or receipted mail, received prior to the above deadline. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated upon request of the Personnel Director, to his satisfaction, the City may determine that the employee's loss of seniority shall stand, and the employee may appeal the City's determination to the grievance procedure, beginning in Step 3.

ARTICLE X

MISCELLANEOUS

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

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

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

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

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

SECTION 8. Safety Committee. The Chapter Chairman of the Union shall be a member of the City's Safety Committee. He shall be excused from his job with pay, providing he receives the written approval from his immediate supervisor before he leaves his work station, to attend each scheduled Safety Committee meeting each month, including one half ( $\frac{1}{2}$ ) hour prior to and one half ( $\frac{1}{2}$ ) hour after the Safety Committee meeting is over.

SECTION 9. Special Conferences. Special conferences apart from the grievance procedure, for matters considered important by either the Union or the City, may be arranged by mutual agreement between the Unit Chairman and the City's Personnel Director. Such meetings shall be attended by such representatives of the parties as each, reasonably and sensibly, deems useful to the discussion. Arrangements for the date, time and place of such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the request for it is made. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union attending such a special conference shall not lose time or pay for time so spent from his report station, including one half ( $\frac{1}{2}$ ) hour prior to and one half ( $\frac{1}{2}$ ) hour after the special conference is over.

SECTION 10. Strikes, Work Interruptions. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

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

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

#### ARTICLE XI

#### DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

A representative of the City may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge,



depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

At the time he takes disciplinary action against an employee, the representative of the City shall give to the employee a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective. The City's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employee's Steward, or, in the Steward's absence, another Union representative, giving him a copy of the disciplinary action statement.

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

No later than the end of the third (3rd) day following the day on which disciplinary action was taken, the employee may submit a written grievance. If not so entered within this three (3) day time limit, the employee shall be deemed to have accepted the discipline, without recourse.

Under circumstances where he deems it appropriate to do so, a representative of the City may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the end of the third day following the suspension. If no penalty has been assessed within that period the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension, the employee's Steward, or, in his absence another Union representative, shall be given a copy of the notice

of discipline, and the employee's right shall arise to pursue the procedures above provided for the situation where disciplinary action is taken initially, without a period of suspension.

## ARTICLE XII

### GRIEVANCE PROCEDURE

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

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

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

C. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the City's representative(s), a Union representative employed by the City shall be paid, at his regular, straight-time rate for those hours during which he would otherwise have been at work for the City, from his

report station including not more than one half ( $\frac{1}{2}$ ) hour before and after a meeting with the respective designated management representative, it being agreed that such investigation or discussion shall be performed without undue loss of working time.

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

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

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

SECTION 2. Steps of the Grievance Procedure. Any employee, at any time, may present a grievance to his immediate supervisor, and have the grievance adjusted without intervention of the employee's steward. If the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's steward has been given an opportunity to be present at such adjustment, the employee shall suffer no loss of pay for the time spent with his first line supervisor to discuss the grievance. If the issue is unresolved, the employee may contact his steward who shall then reduce the grievance to writing on a form provided by the Union, and then present it according to the following procedure and to all of the rules for the grievance

procedure as above defined. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules of the grievance procedure, may be used by management representatives at any step as a basis of permanent grievance denial.

STEP 1. A steward within the appropriate departmental division, no later than two days following the employee's contact, shall present the grievance to the following authorized management representative, or his designated representative.

Public Service Department:  
Building Maintenance Supervisor  
Engineering Superintendent  
Public Works Superintendent  
Refuse Supervisor  
Sewage Plant Superintendent  
Chief Mechanic

Parks and Recreation Department:  
Superintendent of Forestry  
Superintendent of Parks  
Superintendent of Recreation  
Cemetery Supervisor  
Community Center Superintendent

Civic Center:  
Assistant Manager

Traffic Department:  
Traffic Technician  
Parking Supervisor

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

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

STEP 3. If the answer of the department executive officer in Step 2 is not considered satisfactory by the employee, the chapter chairman may, within three days thereafter, present it to the City's Labor Relations Supervisor. The City's Labor Relations Supervisor shall answer the grievance in writing

no later than five days after it is presented to him.

STEP 4. If the answer of the Labor Relations Supervisor in Step 3 is not considered satisfactory by the employee, the chapter chairman within seven (7) days thereafter, shall give the Personnel Director notice of desire for consideration of the grievance by the Appeal Board. The Appeal Board shall consist of the City Personnel Director and one other member of the City's administrative staff, and the Union's Chapter Chairman and one other member of the Union. The Appeals Board shall meet within seven (7) days of the Union's appeal to it. Upon receipt of the aforementioned request from the chapter chairman, the Personnel Director shall designate the time, date and location of the meeting(s) and shall notify the Union in writing at least two (2) days prior to the meeting(s). A quorum shall consist of all four Appeal Board members. At this meeting the Appeal Board will review facts as they relate to the interpretation and application of the contract. If, at the end of fifteen (15) days, the Appeal Board is unable to resolve the issue, and the Union wishes to carry it further, the parties shall attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within seven (7) days, the Union shall file a demand for arbitration to the American Arbitration Association and thereafter it shall be handled in accordance with the Association's rules.

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

ARTICLE XIII

UNION BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Union will include not more than four (4) City employees plus the Chapter Chairman, and not more than two (2) non employee representative. The Union will furnish the Labor Relations Supervisor with a written list of the members of the Union's bargaining committee, prior to the first meeting.

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

ARTICLE XIV

CONTRACT TERM

A. Ratification. The City's Negotiating Committee shall submit to, and shall recommend that the City Council ratify this Contract only after the Union submits this Contract to, and receives ratification by the employees within the bargaining unit, and the City's Personnel Director receives from the Union, written notification thereof.

B. Effective and Termination Dates. This Contract shall become effective July 1, 1972, and shall continue in full force and effect until 11:59 p.m., June 30, 1974, and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof,

and such written notice shall have the effect of terminating this Contract in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS

24th DAY OF July, 1972  
FOR THE CITY FOR THE UNION

BY ITS MAYOR:

Quill W. Graves

BY ITS CLERK:

Theo Dutton

BY A REPRESENTATIVE OF LOCAL #1390

Bonnie Pedue

BY A REPRESENTATIVE OF COUNCIL #55

Robert W. Hutchinson

APPENDIX A  
PERTINENT SECTIONS OF  
LAYOFF BENEFIT PLAN  
CITY OF LANSING CODE

SECTION 2-44. There is hereby created a layoff benefit plan to be administered by the Director of Finance, who is herein authorized to establish all necessary rules and regulations for the administration thereof, subject to City Council approval.

SECTION 2-45. A layoff is defined as a separation, temporary or otherwise, from a position in the service of the City of Lansing, as hereinafter defined, because of lack of work or lack of funds. Employees within the meaning of this ordinance shall consist of workers appointed to the classified service of the City of Lansing....

SECTION 2-47. The following positions and offices shall be specifically excluded from the terms of this ordinance subject to further definition by rules and regulations to be provided....

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(D). Employees who are hired for less than 8 hours per day, 40 hours per week, or 2080 hours per year provided, no such employee shall be denied eligibility if he has been paid for 2000 straight time hours during the 365 days immediately preceding the first normally scheduled work day not paid after layoff.

SECTION 2-48. The following employment terminations and separations shall not be deemed layoffs, subject to further definition by rules and regulations to be provided....

(A). Retirement under the provisions of Chapter 26 of the Code.

(B). Discharges and disciplinary suspensions including removal as provided for in Sec. 2-16 of the Code.



(C). Resignations, including resignations in lieu of discharge.

(D). Leaves of absence, for any reason, whether voluntary or involuntary.

(E). Voluntary layoffs, that is, layoffs at the request of the employee.

(F). Cessation....of the employment of a female employee because of pregnancy.

SECTION 2-49. Upon proper certification, the following benefits in weekly installments shall be paid under this employee benefit plan:

(A). The maximum credit shall be an amount equal to the number of benefit weeks to which an employee is entitled under subsection c below, times the employee's maximum benefit rate, provided, however, that the City's liability for payment of layoff benefits shall cease after a period, following the employee's last layoff, equal to twice the maximum number of full benefit weeks as provided in subsection 2-49(c).

(B). Benefits shall be computed from the first normally scheduled work day, not paid after layoff. The employee's base year shall consist of the 365 days immediately preceding such day.

(C). The total number of benefit weeks at the maximum benefit rate shall not exceed 26, computed at the rate of two for each three of the most recent thirty-nine credit weeks within the base year. There may be no more than 26 payments at the maximum benefit rate, except that pro-rate payments as provided in subsection (d) below may alter the number of weekly payments. The maximum benefit rate shall be equal to 55% of the employee's average gross weekly earnings based on the most recent 39 credit weeks in the base year. A credit week shall be one in which the employee has earned at least \$15.01 of gross pay, according to the record compiled for pension purposes by the Controller's Office. Credit weeks for which benefits have been paid may not be used more than once.

(D). No employee shall be declared ineligible for benefit payments because of gainful employment, provided such employment is reported weekly, and provided further that no deduction from weekly benefits shall be made if the compensation received is less than  $\frac{1}{2}$  of the weekly benefit. If the compensation received is  $\frac{1}{2}$  or more but less than the full benefit payment,  $\frac{1}{2}$  of the benefit shall be paid and the employee's credit will be charged for only  $\frac{1}{2}$  of a benefit week provided, however, that any state unemployment compensation received shall be considered as compensation from gainful employment and shall be construed as an offset in its full amount to any City layoff benefit payment.

(E). Benefits shall be paid weekly at a time and place fixed by the City Council.

(F). Weekly benefit payments may consist of full or partial weekly benefits according to the provisions of this ordinance, but no weekly benefit shall exceed \$60.00 nor shall the sum of all partial and full weekly benefits exceed the employee's maximum credit for any given base year according to subsection (a) above.

SECTION 2-50. The benefits provided in Sec. 2-49 above shall be subject to the following restrictions.

(A). Eligibility for layoff payments shall be determined by the Director of Finance.

(B). The Controller shall prepare weekly benefit payrolls. The benefit checks shall be processed and disbursed through the Controller's office on the basis of individual authorization by the City Council.

(C). All beneficiaries shall report weekly to the Director of Finance on designated days for weekly benefit checks and determination of continuing eligibility.

(D). For continuing eligibility, a beneficiary must actively cooperate with the Director of Finance and also be actively seeking employment to the satisfaction of the Director of Finance and must be registered with the Michigan Employment Security Commission.

(E). No beneficiary who shall refuse a bonafide offer of the City Personnel Director for employment shall receive any benefit payments.

SECTION 2-51. There is hereby established a Layoff Appeal Agency to consist of the City Personnel Director, the Executive Assistant to the Mayor, and one citizen appointed by the Mayor and approved by the City Council. It shall be the duty of this agency to review decisions of the Director of Finance pertaining to this ordinance, and to affirm, amend, or reverse same, providing a Claim of Appeal is filed, in writing, with the Appeal Agency within ten (10) days following the decision of the Director of Finance. Decisions of the Director of Finance shall be final unless appealed. The Appeal Agency shall make semi-annual reports to the Mayor and City Council.

The Appeal Agency shall meet at least once in each six months, provided that additional meetings may be called by the Chairman whenever deemed necessary. Each citizen appointed to the Appeal Agency, shall serve for a four year term. The chairmanship shall be rotated among the members. The Agency shall appoint one of its members as Secretary.

SECTION 2-53. Whoever, with intent to deceive, in the opinion of the Director of Finance and Appeal Agency, shall make any statements and/or reports required under this ordinance which are untrue or shall falsify or permit to be falsified any record or records of this Layoff Benefit Plan or shall otherwise violate with intent to deceive any of the terms or provisions of this ordinance, shall be punished as provided in Sec. 1-3 of the Code. No criminal action shall be commenced until first reviewed by the Appeal Agency. In lieu of criminal prosecution, benefits may be terminated upon recommendation of the Director of Finance to the Appeal Agency. Benefits may also be terminated by the Director of Finance for any failure to promptly cooperate with said Director.

APPENDIX B-1

1972-1974 AGREEMENT BETWEEN

CITY OF LANSING, MICHIGAN

-AND-

LOCAL 1390, AFSCME, AFL-CIO

CLASSIFICATIONS, STARTING, AND MERIT INCREMENT RATES

Beginning 7-1-72

	<u>Minimum</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>18 Mos</u>	<u>2 Yrs</u>	<u>30 Mos</u>	<u>3 Yrs</u>	<u>42 Mos</u>	<u>4 Yrs</u>
<u>CIVIC CENTER</u>									
Custodian II	3.27	3.31	3.36	3.40	3.45	3.49	3.53	3.58	3.62
Custodian IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Housekeeper A	2.81	2.85	2.89	2.93	2.97	3.01	3.06	3.10	3.14
Utility Man IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
<u>PARKS &amp; RECREATION</u>									
Caretaker IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Crafts Inst. IB	3.14	3.18	3.22	3.27	3.31	3.36	3.40	3.45	3.49
Custodian IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Equip Op IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Gardener IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Groundskeeper IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Group Leader IIIIB	4.04	4.09	4.13	4.18	4.22	4.26	4.31	4.35	4.39
Laborer IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Mechanic IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Park Maint Man IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Park Maint Man IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Program Leader III	3.67	3.71	3.75	3.80	3.84	3.88	3.93	3.97	4.02
Rec Leader IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Shop Maint Man IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Tree Maint Man IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Tree Trimmer IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Watchman IB	3.14	3.18	3.22	3.27	3.31	3.36	3.40	3.45	3.49
Zoo Keeper IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Zoo Keeper IIIIB	4.04	4.09	4.13	4.18	4.22	4.26	4.31	4.35	4.39
<u>CENTRAL GARAGE</u>									
Mechanic IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Sv Garage Attdt IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88

	<u>Minimum</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>18 Mos</u>	<u>2 Yrs</u>	<u>30 Mos</u>	<u>3 Yrs</u>	<u>42 Mos</u>	<u>4 Yrs</u>
<u>PUBLIC SERVICE</u>									
Bldg Maint Man IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Custodian II	3.27	3.31	3.36	3.40	3.45	3.49	3.53	3.58	3.62
Custodian IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Draftsman IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Equip Op IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Equip Op IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Group Leader IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Housekeeper A	2.81	2.85	2.89	2.93	2.97	3.01	3.06	3.10	3.14
Laborer IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Laborer IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Landfill Attdt II	3.27	3.31	3.36	3.40	3.45	3.49	3.53	3.58	3.62
Maint Man IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Maint Man IV	4.06	4.10	4.15	4.19	4.23	4.28	4.32	4.37	4.41
Maint Man IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Mechanic IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Plant Op IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Plant Op IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54
Ref Coll IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Ref Coll IV	4.06	4.10	4.15	4.19	4.23	4.28	4.32	4.37	4.41
Sv Garage Attdt IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Spec Equip Op IV	4.06	4.10	4.15	4.19	4.23	4.28	4.32	4.37	4.41
Truck Driver IIIA	3.80	3.84	3.88	3.93	3.97	4.02	4.06	4.10	4.15
Utility Man IIIAB	3.87	3.91	3.96	4.00	4.04	4.09	4.13	4.18	4.22
Watchman IB	3.14	3.18	3.22	3.27	3.31	3.36	3.40	3.45	3.49
Welder IVA	4.19	4.23	4.28	4.32	4.37	4.41	4.45	4.50	4.54

TRAFFIC & PARKING

Custodian II	3.27	3.31	3.36	3.40	3.45	3.49	3.53	3.58	3.62
Laborer IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Pkg Meter Svc Man IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88
Pkg Meter Checker IIA	3.40	3.45	3.49	3.53	3.58	3.62	3.67	3.71	3.75
Pkg Attdt II	3.27	3.31	3.36	3.40	3.45	3.49	3.53	3.58	3.62
Sign Maint Man IIB	3.53	3.58	3.62	3.67	3.71	3.75	3.80	3.84	3.88

-MERIT INCREMENT STEP RATES-

All step or increment rates listed in this Appendix which are greater than the minimum rate are merit increases and will be paid for meritorious service only. No such increases are automatic and none will be paid based solely upon the passage of intervals of time or service.

## APPENDIX B-2

## 1972-1974 AGREEMENT BETWEEN

## CITY OF LANSING, MICHIGAN

-AND-

## LOCAL 1390, AFSCME, AFI-CIO

CLASSIFICATIONS, STARTING, AND MERIT INCREMENT RATESBeginning 7-1-73

	<u>Minimum</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>18 Mos</u>	<u>2 Yrs</u>	<u>30 Mos</u>	<u>3 Yrs</u>	<u>42 Mos</u>	<u>4 Yrs</u>
<u>CIVIC CENTER</u>									
Custodian II	3.42	3.46	3.51	3.55	3.60	3.64	3.68	3.73	3.77
Custodian IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Housekeeper A	2.96	3.00	3.04	3.08	3.12	3.16	3.21	3.25	3.29
Utility Man IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
<u>PARKS &amp; RECREATION</u>									
Caretaker IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Crafts Inst. IB	3.29	3.33	3.37	3.42	3.46	3.51	3.55	3.60	3.64
Custodian IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Equip Op IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Gardener IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Groundskeeper IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Group Leader IIIB	4.19	4.24	4.28	4.33	4.37	4.41	4.46	4.50	4.54
Laborer IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Mechanic IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Park Maint Man IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Park Maint Man IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Program Leader III	3.82	3.86	3.90	3.95	3.99	4.03	4.08	4.12	4.16
Rec Leader IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Shop Maint Man IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Tree Maint Man IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Tree Trimmer IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Watchman IB	3.29	3.33	3.37	3.42	3.46	3.51	3.55	3.60	3.64
Zoo Keeper IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Zoo Keeper IIIB	4.19	4.24	4.28	4.33	4.37	4.41	4.46	4.50	4.54
<u>CENTRAL GARAGE</u>									
Mechanic IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Sv Garage Attdt IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03

	<u>Minimum</u>	<u>6 Mos</u>	<u>1 Yr</u>	<u>18 Mos</u>	<u>2 Yrs</u>	<u>30 Mos</u>	<u>3 Yrs</u>	<u>42 Mos</u>	<u>4 Yrs</u>
<b><u>PUBLIC SERVICE</u></b>									
Bldg Maint Man IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Custodian II	3.42	3.46	3.51	3.55	3.60	3.64	3.68	3.73	3.77
Custodian IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Draftsman IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Equip Op IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Equip Op IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Group Leader IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Housekeeper A	2.96	3.00	3.04	3.08	3.12	3.16	3.21	3.25	3.29
Laborer IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Laborer IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Landfill Attdt II	3.42	3.46	3.51	3.55	3.60	3.64	3.68	3.73	3.77
Maint Man IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Maint Man IV	4.21	4.25	4.30	4.34	4.38	4.43	4.47	4.52	4.56
Maint Man IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Mechanic IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Plant Op IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Plant Op IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69
Ref Coll IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Ref Coll IV	4.21	4.25	4.30	4.34	4.38	4.43	4.47	4.52	4.56
Sv Garage Attdt IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Spec Equip Op IV	4.21	4.25	4.30	4.34	4.38	4.43	4.47	4.52	4.56
Truck Driver IIIA	3.95	3.99	4.03	4.08	4.12	4.17	4.21	4.25	4.30
Utility Man IIIAB	4.02	4.06	4.11	4.15	4.19	4.24	4.28	4.33	4.37
Watchman IB	3.29	3.33	3.37	3.42	3.46	3.51	3.55	3.60	3.64
Welder IVA	4.34	4.38	4.43	4.47	4.52	4.56	4.60	4.65	4.69

**TRAFFIC & PARKING**

Custodian II	3.42	3.46	3.51	3.55	3.60	3.64	3.68	3.73	3.77
Laborer IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Pkg Meter Sv Man IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03
Pkg Meter Checker IIA	3.55	3.60	3.64	3.68	3.73	3.77	3.82	3.86	3.90
Pkg Attdt II	3.42	3.46	3.51	3.55	3.60	3.64	3.68	3.73	3.77
Sign Maint Man IIB	3.68	3.73	3.77	3.82	3.86	3.90	3.95	3.99	4.03

**-MERIT INCREMENT STEP RATES-**

All step or increment rates listed in this Appendix which are greater than the minimum rate are merit increases and will be paid for meritorious service only. No such increases are automatic and none will be paid based solely upon the passage of intervals of time or service.

APPENDIX C

PERTINENT PROVISIONS OF  
GROUP LIFE INSURANCE PLAN  
FOR EMPLOYEES OF  
CITY OF LANSING, MICHIGAN

SCHEDULES OF INSURANCE:

FOR EMPLOYEES:

<u>CLASSIFICATION</u> <u>BASIC ANNUAL EARNINGS</u>	<u>AMOUNT OF</u> <u>LIFE INSURANCE</u>
\$10,000 or More	\$10,000.00
7,500 - 10,000	8,000.00
5,000 - 7,500	6,000.00
Less than 5,000	3,000.00
Retired Employees	1,500.00

FOR DEPENDENTS:

Wife or Husband	\$ 1,500.00
Child, 6 months to 23rd birthday	1,000.00
Child, 14 days to 6 months	250.00

ELIGIBILITY:

EMPLOYEES: All present full-time employees are eligible on the effective date of the plan. Full-time employees hired after the effective date of the plan become eligible upon completion of one month of continuous service.

DEPENDENTS: For purposes of dependents' coverage, eligible dependents include the wife or husband and unmarried children from 14 days of age to their 23rd birthday.

No person may be eligible for benefits both as an employee, and as a dependent or as a dependent of more than one employee.

Dependents become eligible on the same date as the employee or, if acquired after that date, on the date they first become eligible dependents.

REQUEST FOR INSURANCE:

In order to obtain this insurance, it is necessary for an employee to fill in the request card available at the Personnel Office.



TEMPORARY LAYOFF:

If an employee is laid off, he may continue his insurance and that of his dependents for 90 days, provided he makes the required premium contribution(s) on or before the pay days on which contributions would be deducted if he was working.

EFFECT OF TERMINATION OF EMPLOYMENT:

When employment terminates, life insurance ceases, except that if the employee should die within 31 days thereafter, the death benefit will be payable. By making application and paying the first premium to the life insurance company within such 31 day period, the employee may convert his Group Life Insurance to an Individual Life Insurance Policy on any regular whole-life or endowment plan. The individual policy will be issued without medical examination at the insurance company's regular rates.

When employment terminates, life insurance for dependents ceases, except that if the death of a dependent occurs within 31 days thereafter, the death benefit will be payable. By making application and paying the first premium to the Life Insurance Company within such 31 day period, the Group Life Insurance then in effect on a dependent may be converted to an Individual Life Insurance Policy on any regular level premium whole-life or endowment plan. The individual policy will be issued without medical examination at the insurance company's regular rates. This conversion privilege is also provided for surviving insured dependents should the employee die.

EFFECT OF DISABILITY:

If an employee becomes totally and permanently disabled while insured and before age 60, his life insurance will remain in force as long as he remains so disabled, provided proofs of disability are furnished as required. The first proof must be filed with the Insurance Company within 3 months after total disability has lasted 9 months. Subsequent proofs of disability must be furnished each year thereafter.

EFFECT OF RETIREMENT:

By making the appropriate contribution, an employee is eligible to continue \$1,500.00 of Group Life Insurance upon retirement. He may convert the amount of his insurance which is excess of \$1,500.00 in accordance with the above described conversion privilege.

Memo of Understanding

With Regards to Deletions From Appendix B

This will refer to removal of certain classifications from Appendix B, such as Foreman and Inspectors. These removals are with the understanding that the affected people will not do bargaining unit work except in emergencies and for instructional purposes.

Dated 24<sup>th</sup> Day of July, 1972.

For The City

For The Union

D.J. Bodwin

Robert W. Chittenden  
Bennie Perdue