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Agreement Between  
CITY of LANSING, MICHIGAN  
TEAMSTERS LOCAL 214  
STATE, COUNTY AND MUNICIPAL WORKERS

Affiliated With The  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

February 1, 1997 - January 31, 2000



*Lansing, City of*

SUPERVISORY and NON-SUPERVISORY  
BARGAINING UNITS





## TABLE OF CONTENTS

P R E A M B L E .....	1
ARTICLE .....	1
SECTION 1. Declaration of Policy .....	1
SECTION 2. Definitions .....	1
ARTICLE 2 .....	2
MANAGEMENT RIGHTS .....	2
ARTICLE 3 .....	3
RECOGNITION OF THE UNION .....	3
SECTION 1. Definition of the Bargaining Unit .....	3
SECTION 2. Condition of Employment. ....	4
SECTION 3. Equal Representation .....	4
SECTION 4. Payroll Deduction of Dues .....	4
SECTION 5. Notice of Hire or Termination .....	5
SECTION 6. Letter of Introduction. ....	5
SECTION 7. Consistency in Hiring .....	5
ARTICLE 4 .....	5
UNION REPRESENTATION .....	5
SECTION 1. Stewards .....	5
SECTION 2. Negotiations .....	7
SECTION 3. Steward Seniority .....	7
SECTION 4. Paid Union Time .....	7
SECTION 5. Monthly Stewards' Meeting .....	7
ARTICLE 5 .....	7
SENIORITY .....	7
SECTION 1. Definition .....	7
SECTION 2. Probationary Employees .....	8
SECTION 3. Seniority Status .....	8
SECTION 4. Loss of Seniority .....	9
SECTION 5. Return from Disability .....	9

ARTICLE 6 .....	10
APPLICATION OF SENIORITY .....	10
SECTION 1. Permanent Transfer .....	10
SECTION 2. Temporary Transfer to Higher Classification .....	11
SECTION 3. Transfer Out of and Back Into the Bargaining Unit .....	12
SECTION 4. Layoffs and Recalls .....	12
SECTION 5. Length of service .....	16
ARTICLE 7 .....	17
WAGE SUPPLEMENTS .....	17
SECTION 1. Bereavement Time .....	17
SECTION 2. Holidays .....	17
SECTION 3. Hospital, Medical, Surgical Insurance .....	18
SECTION 4. Dental Insurance Coverage .....	21
SECTION 5. Jury Duty or Witness Pay Supplement .....	22
SECTION 6. Life Insurance .....	22
SECTION 7. Sick Leave .....	22
SECTION 8. Sick Leave Donation .....	23
SECTION 9. Sick Leave Credit .....	24
SECTION 10. Sick Leave Reimbursement .....	24
SECTION 11. Vacation Leave .....	26
SECTION 12. Workers' Compensation .....	27
SECTION 13. Longevity Bonus .....	27
SECTION 14. Personal Leave Day .....	28
SECTION 15. Absence from Employment .....	29
SECTION 16. IRS Section 125 Plan .....	29
ARTICLE 8 .....	29
RETIREMENT PENSION .....	29
SECTION 1. General .....	29
SECTION 2. Age and Service Retirement Allowance .....	29
SECTION 3. Employee's Savings Fund .....	30
SECTION 4. Alternate Retirement Pension .....	30
ARTICLE 9 .....	31
LEAVES OF ABSENCE .....	31
SECTION 1. Military Service .....	31
SECTION 2. Military Reserve Leave of Absence .....	31
SECTION 3. Leave of Absence .....	32
SECTION 4. Special Union Leave .....	32
SECTION 5. Sick Leave Without Pay .....	32



ARTICLE 10 .....	33
MISCELLANEOUS .....	33
SECTION 1. Addresses and Telephone Numbers of Employees .....	33
SECTION 2. Aid to Other Unions .....	34
SECTION 3. Anti-Discrimination .....	34
SECTION 4. Bulletin Boards .....	34
SECTION 5. Effect of this Agreement .....	34
SECTION 6. Effect of Invalidity of Provisions of this Agreement .....	35
SECTION 7. Strikes, Work Interruptions .....	35
SECTION 8. Waiver Clause .....	35
SECTION 9. Union Access to City Premises. ....	35
SECTION 10. Union Access to City Records. ....	35
SECTION 11. Protection of Rights .....	36
SECTION 12. Payroll Deductions .....	36
SECTION 13. Copies of the Agreement .....	36
SECTION 14. Legal Coverage .....	36
ARTICLE 11 .....	36
DISCIPLINARY ACTION, DISCHARGE, SUSPENSION .....	36
SECTION 1. Definition .....	36
SECTION 2. Notice of Investigation .....	37
SECTION 3. Notice of Discipline .....	37
SECTION 4. Discussion with Steward .....	37
SECTION 5. Expedited Grievance .....	37
SECTION 6. Suspension Pending Determination .....	38
ARTICLE 12 .....	38
GRIEVANCE PROCEDURE .....	38
SECTION 1. Definition of a Grievance .....	38
SECTION 2. Steps of the Grievance Procedure .....	39
SECTION 3. Expedited Grievance .....	41
ARTICLE 13 .....	41
HOURS OF WORK AND OVERTIME .....	41
SECTION 1. Hours of Work .....	41
SECTION 2. Overtime .....	42
SECTION 3. Compensatory Time .....	42
SECTION 4. Work Breaks .....	43
SECTION 5. Overtime on Sunday .....	43
SECTION 6. Overtime Refusal .....	44
SECTION 7. Absences Due to Adverse Conditions .....	44
SECTION 8. Pyramiding .....	45
SECTION 9. Humanitarian Assignments .....	45

ARTICLE 14 .....	45
WORK ASSIGNMENTS .....	45
ARTICLE 15 .....	45
CLASSIFICATIONS/REORGANIZATION .....	45
SECTION 1. Reorganization .....	45
SECTION 2. New Positions .....	46
SECTION 3. Classification Reviews .....	46
SECTION 4. Procedure for Classification Review of Teamster Local 214 Positions .....	47
SECTION 5. Reclassification Appeal Procedure .....	48
ARTICLE 16 .....	49
VEHICLES .....	49
ARTICLE 17 .....	49
SUBCONTRACTING .....	49
ARTICLE 18 .....	50
EQUIPMENT .....	50
ARTICLE 19 .....	50
EDUCATION AND TRAINING .....	50
ARTICLE 20 .....	51
PARKING/TRANSPORTATION SUBSIDY .....	51
ARTICLE 21 .....	52
WAGES/DEFERRED COMPENSATION .....	52
SECTION 1. Wage Rates .....	52
SECTION 2. Deferred Compensation .....	52
SECTION 3. Retroactive Payment .....	52
ARTICLE 22 .....	53
JOINT LABOR-MANAGEMENT COMMITTEE .....	53
ARTICLE 23 .....	53
CONTRACT TERM .....	53
APPENDIX A .....	55
TEAMSTERS LOCAL #214 UNIT POSITIONS .....	55
APPENDIX B .....	57
HOLIDAYS .....	57



APPENDIX C .....	58
AFFIRMATIVE ACTION COMMITTEE .....	58
APPENDIX D .....	60
EXEMPT STATUS UNDER THE FAIR LABOR STANDARDS ACT .....	60





## PREAMBLE

This contract is entered into between the City of Lansing, Michigan, a municipal corporation (hereinafter referred to as the "CITY" or "EMPLOYER") and the Teamsters State, County and Municipal Workers Local 214, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "UNION")

## ARTICLE 1

### SECTION 1. Declaration of Policy

The general purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

### SECTION 2. Definitions

The term "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees who are employed by the City in the collective bargaining units set forth in Article 3. For purposes of this Agreement, the following definitions are applicable:

A. Regular Full-Time Employees: Employees regularly scheduled to work the normal work week hours of the City.

B. Temporary Employees: The Employer reserves the right to hire temporary employees subject to the conditions outlined in this section. Temporary employees are defined as service agency employees, or individual contract employees. It is understood that a temporary employee shall not be subject to the terms of this Agreement. It is further agreed between the parties that temporary employees shall not be used to displace regular full-time employees in the bargaining units, nor shall their use result in the reduction of hours or layoff of bargaining unit employees.

1. Temporary employees may be utilized whenever there are compensated or unpaid absences of regular full-time employees. Temporary employees may only be utilized until the incumbent returns full-time.

2. Temporary employees may be utilized whenever there is a vacancy in a funded position. Such temporary employees may be utilized only until the position is filled; however, such temporary employees may be extended up to two (2) weeks following the filling of the position for the purposes of providing training or transition to the newly selected employee.

3. Temporary employees may be utilized for special projects or to supplement the regular workforce during heavy workload periods with notice to the Union.

4. Temporary employees may work more than a regular forty (40) hour schedule provided said overtime work is not assigned for the purpose of circumventing the overtime provisions of this agreement for regular full-time bargaining unit employees.

C. Irregular Employee: An employee who is not included within the definitions set forth in subsection A and B. It is understood that an irregular employee shall not be subject to the terms of this Agreement.

## ARTICLE 2

### MANAGEMENT RIGHTS

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



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

### ARTICLE 3

#### RECOGNITION OF THE UNION

SECTION 1. Definition of the Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of Michigan, 1947, as amended, the City does hereby recognize the Union as the exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, and conditions of employment, for the duration of the Agreement, of all employees in the supervisory and non-supervisory units certified by MERC in Case No. R93 I-163 as identified in Appendix A.

Excluding all of the following:

All exempt and confidential positions; all elected officials; all members of the City Council staff; all members of the Mayor's staff; all internal auditors and their staff; all Department Directors, Deputy Department Directors, Assistant Department Directors, Department Heads and Division Heads, except as otherwise represented; all employees covered by the executive pay plan; all Police employees of the Police Department who are currently represented by Capitol City Lodge #141, Fraternal Order of Police, in either the Supervisory, Non-Supervisory, or 911 Operators Units; all employees of the Fire Department who are currently represented by Local #421 of the International Association of Fire Fighters; Assistant Plant Superintendent at the Waste Water Treatment Plant; Superintendent of Parking; Parking Coordinator (formerly the Parking Violations Bureau Supervisor); all employees who work in the following departments or areas and are

currently represented by the Lansing City Unit of the United Auto Workers, Local 2256 or who are represented by the International Brotherhood of Teamsters, Chauffeurs and Warehousemen, Local 580, supervisory and clerical, technical, professional bargaining units: Central Garage, Parks and Recreation, Public Service, Personnel, Planning and Neighborhood Development, Police, Human Relations and Community Services, Fire, Finance, City Clerk and all other confidential employees and Guards.

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

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

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

SECTION 4. Payroll Deduction of Dues. During the period of time covered by this Agreement, the City agrees to deduct from the pay of each employee all Union dues, assessments, and/or initiation fees provided, however, that the Union presents to the City authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the steward of the Union.

A. Dues, assessments, and initiation fees will be authorized, levied and certified by the secretary-treasurer in accordance with the Constitution and By-laws of the Union. Each employee hereby authorizes the Union and the City, without recourse, to rely upon and to honor certificates by the secretary-treasurer of the local Union, regarding the amounts to be deducted and the legality of deducting such Union dues, assessments

and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the union.

B. The Union shall notify the City in writing of the proper amount of dues, assessments, initiation and service (agency) fees and any subsequent changes in such amounts.

C. Monthly agency fees and initial agency fees will be deducted by the City and transmitted to the Union as prescribed above for the deduction and transmission of Union dues, assessments, and initiation fees.

SECTION 5. Notice of Hire or Termination. Within two (2) weeks after the City hires or terminates an employee covered under this Agreement, the City shall notify the Union in writing of the name of the employee, job classification, salary level, and starting date or termination date.

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

SECTION 6. Letter of Introduction. As a way of introducing newly hired employees to the Union, the City will give each new employee a letter of introduction provided by the Union, and will arrange for said new employees to meet with a Union Steward for fifteen (15) minutes as a part of their orientation.

SECTION 7. Consistency in Hiring. No employee hired after the effective date of this contract, shall be hired in any manner inconsistent with this Agreement.

## ARTICLE 4

### UNION REPRESENTATION

SECTION 1. Stewards. All employees covered by this Agreement shall be represented by a Steward in the following areas of representation.

#### SUPERVISORY UNIT:

All employees in this unit shall be represented by two (2) Stewards and two (2) Alternate Stewards as follows:

- a. One (1) Steward and one (1) Alternate Steward for:

Planning and Neighborhood Development Department  
Personnel Department

- b. One (1) Steward and one (1) Alternate Steward for:

Public Service Department  
Parks and Recreation Department  
Finance Department  
Law Department  
Police Department

NON-SUPERVISORY UNIT:

All employees in this unit shall be represented by two (2) Stewards and two (2) Alternate Stewards as follows:

- a. One (1) Steward and one (1) Alternate Steward for:

Law Department

- b. One (1) Steward and one (1) Alternate Steward for:

Police Department  
Finance Department  
Public Service Department

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

The Union shall keep the City's Labor Relations Office advised at all times in writing of the names of all Stewards and Alternate Stewards.

An Alternate Steward acting in the capacity of a Steward has the same authority as a Steward. An Alternate Steward may exercise the functions of a Steward under this Agreement only if the Steward is absent.

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

SECTION 2. Negotiations. The City will authorize a total of two (2) Stewards from each bargaining unit to attend negotiation sessions that occur during their regular work hours without loss of pay. However, no more than two (2) of the four (4) Stewards authorized to attend negotiation sessions shall be from any one department.

SECTION 3. Steward Seniority. Notwithstanding their position on the seniority list, the Union Stewards specified in Article 4, Section 1, shall, in the event of layoff, continue to work on condition that there is work available for them that they have the ability to perform in the area of representation that they represent when layoffs occur.

SECTION 4. Paid Union Time. All Stewards and Alternate Stewards when acting in that capacity as specified in Section 1 above shall be permitted reasonable time to investigate, present and process grievances without loss of time or pay provided they receive authorization in advance from their supervisor who shall grant such authorization as soon as practicable under the circumstances.

SECTION 5. Monthly Stewards' Meeting. All Stewards shall be relieved from duties without loss of time or pay for a monthly Steward's meeting, not to exceed two (2) hours, which shall be scheduled during the last two (2) hours of the work day. This section shall not be applicable to Alternate Stewards.

## ARTICLE 5

### SENIORITY

SECTION 1. Definition. An employee's seniority shall be his/her continuous length of full-time service in the Non-Supervisory or Supervisory bargaining units determined from the date the employee entered such bargaining units, except as otherwise stated in this Agreement. Seniority shall not be cumulative for length of service in other bargaining units. Continuous service can be broken only by a termination notice. The amount of continuous service as heretofore provided shall be applied to an employee's probationary period hereinafter set forth, but seniority shall not accumulate during layoff or any approved unpaid leaves of absence in excess of thirty (30) days (unless otherwise agreed by the City) or other breaks in service. 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 Union these seniority lists revised up to one (1) week prior to the date of their posting. Any objections to such list as posted shall be reported to the Labor Relations Office within thirty (30) calendar days of the date of posting or said list shall stand approved as posted.

Classification seniority for employees shall be defined as the period of employment commencing from the date of employment in his/her classification.

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

SECTION 2. Probationary Employees. An employee in a salary level 26 and below covered by this Agreement shall be considered a probationary employee for the first one-hundred twenty (120) calendar days of full-time employment with the City. Employees in a salary level 27 and above covered by this agreement shall be considered a probationary employee for the first six (6) calendar months of full-time employment with the City.

There shall be no seniority among probationary employees.

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

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

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

and the Union shall be notified in writing of the reasons for the extension. If a regular, full-time employee completes his/her probationary period within nine (9) months from his/her first day of work the employee shall have seniority as of that first day of work.

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

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

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

**SECTION 5. Return from Disability.** If it is determined by the Board of Trustees of the City's Retirement System that an employee, who is receiving a duty or non-duty disability allowance, is capable of resuming employment with the City and, in accordance with Section 292.32 of the Code of the City of Lansing, as of October 23, 1995, the employee's disability retirement allowance is terminated, such employee shall have his/her seniority restored.

Such an employee shall return to the position the employee held prior to the disability retirement provided that the employee is still capable and qualified to perform the duties of the position and if the employee returns to work within twelve (12) calendar months from commencing a duty or non-duty disability retirement. Otherwise the employee may be placed in a position commensurate with the employees type of work and rate of pay which the employee is qualified and capable to perform. If the employee is no longer capable or qualified to perform the duties of his/her former position or if the former position no longer exists, the employee may exercise bumping rights in accordance with Article 6, Section 3.

In accordance with Section 292.33 of the Code of the City of Lansing, as of October 23, 1995, such an employee shall receive service credit for the period the employee was receiving a disability retirement allowance if within such period the employee was in receipt of worker's compensation; however, such an employee shall not accumulate seniority for purposes of any other fringe benefit under this Agreement.

## ARTICLE 6

### APPLICATION OF SENIORITY

SECTION 1. Permanent Transfer. Whenever new positions are created or a vacancy occurs in a position within the supervisory or non-supervisory bargaining units and the City determines, at its sole discretion, to replace the previous incumbent, the City will post the position for six (6) calendar days. The City may concurrently post internally on bulletin boards and advertise externally at its discretion. The City will make a reasonable effort to fill vacant positions within one-hundred twenty (120) days after payroll clearance.

The posting will specify the class title, salary range, and education, experience, knowledge, skills and ability required of the applicant. An employee, as limited below, who works in the same division and does not have the same class title; or who works in another division, regardless of class title; and who possesses the qualifications, knowledge, skills, ability, and experience required and who would like to be considered for the posted position must sign the job posting within the prescribed time limits. It is incumbent upon the employee who desires to be considered for a vacant position to supply an updated personnel skills inventory form, including proper documentation of his/her education and experience no later than three (3) working days after the close of the posting period. Thereafter, the Personnel Department will only consider information in the employee's official file in the Personnel Department at the time of screening. The personnel skills inventory form may be updated at any time by an employee.

Notwithstanding the above, a bargaining unit member currently holding a position in salary level 26 or below who has not completed his/her initial probationary period shall not be eligible to bid on a vacant position in salary level 26 or below until such initial probationary period is completed.

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

#### A. SELECTION

The position will be awarded to the most qualified applicant, taking into account his/her education, knowledge, skills, ability, experience, and seniority. The City will not by-pass Teamster Local 214 Supervisory or Non-Supervisory bargaining unit members who bid on positions except to hire a more qualified applicant. If a bargaining unit employee is by-passed, the employee may request to participate in an assessment of the employee's strengths and weaknesses with respect to the qualifications of the position for which he/she was by-passed by contacting and making arrangements with the Personnel Department. The assessment shall be used to identify a program designed to further

develop the required knowledge, skills and abilities required of the position for which the employee was by-passed.

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

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

B. Trial Period. An employee awarded such a position shall be placed initially in the new position on a thirty (30) work day trial basis. During the trial period, the employee shall be paid at the rate applicable to the new position and shall be evaluated on a weekly basis. Evaluations shall include any deficiencies in job performance, and a copy of the evaluations shall be provided to the employee. Upon successful completion of the trial period, the transfer shall become permanent, and the effective date of the permanent placement shall revert back to the first date of the trial period for purposes of classification seniority and merit increases. Prior to the end of the trial period, the transferred employee may elect to return to the position from which he/she transferred at his/her previous rate of pay without loss of classification seniority. If the transferred employee does not successfully complete the trial period as determined by the City, the employee shall be returned to his/her prior position and rate of pay by the City without loss of classification seniority.

SECTION 2. Temporary Transfer to Higher Classification. A temporary transfer is a transfer authorized by a Department Head or authorized designee, to a higher job classification, in which substantially all of the duties and responsibilities of the higher job classification are performed for a period which exceeds thirty (30) consecutive work days. Beginning on the thirty-first (31) day, an employee shall be paid the rate of the job to which he/she is transferred. The employee will be compensated at the base rate of the salary range for the higher classification or at one pay step higher than the employee's pay step within his/her regular classification level whichever is higher. If, however, the employee is at the top of his/her regular pay range and that salary level falls within the salary range of the temporary assignment, the employee is eligible for up to a five percent (5%) temporary increase.

The Department Head or authorized designee shall select an employee for temporary transfer to a higher classification based on consideration of both qualifications and operational need.

In the event the temporary transfer lasts six (6) months or longer, the employee will be eligible for a merit increase after serving six (6) months in the temporary assignment and annually thereafter until the employee reaches the maximum step of the classification



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

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

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

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

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

A. General Provisions.

1. At least thirty (30) days before implementation of a layoff, the Union will be notified.
2. Within five (5) calendar days of written notification to the Union of a pending layoff, the Union may meet with the City to discuss the implementation of the layoff procedure, to identify the positions anticipated to be affected by the layoff, and to discuss special issues, if any, which were not anticipated when the layoff procedure was negotiated.



3. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of the layoff.

4. The Union's business agent shall be notified by the City of the names and positions of employees being laid off on the same date the notices are issued to the affected employees.

5. Irregular, temporary, part-time and probationary employees within the affected positions will be laid off first in that order, followed by seniority employees in inverse order of seniority.

6. The City and the Union agree to bumping, layoff and recall procedures for bargaining unit employees which shall be governed in accordance with the contract. Layoffs shall never occur for punitive or disciplinary purposes.

7. The City and the Union agree that for purposes of layoffs and bumping, seniority shall be determined according to Article 5, Seniority and Article 6, Application of Seniority.

8. The City and the Union agree for purposes of layoffs and bumping, it shall be assumed that an employee is capable and qualified to perform the duties of a position if the classification and level of the position is equal to or lower than the classification and level of the position currently held by the employee being laid off and, either: (1) the employee had previously successfully held the position, or (2) the employee has training, education or prior experience that initially demonstrates that he/she can perform the work of the position within a trial period of no less than eighty (80) work hours. An employee shall not be entitled to bump into a position if he/she is not capable as defined above.

9. An employee shall have the opportunity to review the job specification, his/her personnel file and meet with the Personnel Department prior to bumping into a position in order to determine if the employee is qualified to perform the duties of the new position. If the employee bumps into a position and ultimately is found not capable of performing the duties, the City shall have the right to lay him/her off without bumping rights. If there is a dispute over an employee's qualifications to bump into a position, it shall be discussed by a joint committee comprised of an equal number of Union and City representatives. If the joint committee cannot agree within three (3) days, the matter may be subject to the grievance procedure as provided in Section 15, below.

10. Employees subject to layoff status shall have the right to bid on vacant positions according to Article 6, Section 1.

11. An employee scheduled for layoff who fails or is unable in accordance with this Agreement to exercise the option to bump into the position held by the least senior

employee, as provided under Section B, Layoff and Bumping Procedures, for which he/she is qualified, or to accept a temporary transfer if one is offered, shall be laid off.

12. An employee who is bumped out of his/her position by a more senior employee will be considered as having been laid off and will be subject to the provisions set forth in this Agreement.

13. An employee may bump only once after receiving a layoff notice or after being displaced. However, an employee shall have the right to again exercise his/her bumping rights each time he/she is subsequently displaced as a result of another employee exercising his/her bumping rights in a subsequent layoff.

14. The City and the Union agree that there may be an exceptional case when the City may wish to retain or transfer an employee or recall a laid off employee regardless of seniority when and if the position is vital to the City and where the position involves state mandated licensing requirements which cannot be performed except by such a licensed individual. If the City intends to invoke this provision, the City shall notify the Union and the employee to be bumped fourteen (14) calendar days in advance of initiation or implementation of such action.

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

16. Prior to the layoff of any seniority employee, each temporary, contract and seasonal position shall be evaluated to determine whether the work can be offered on a temporary transfer basis to a seniority employee subject to layoff.

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

#### B. Layoff and Bumping Procedures.

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

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

(a) Vacancy: The employee shall exercise his/her seniority and accept placement into a vacant position in his/her current classification and level, for which he/she is qualified, according to Article 6, Section 4.

(b) Bumping:

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

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

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

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

(c) Temporary Transfer:

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

(2) If an employee scheduled for layoff is unable to transfer to a vacant position as provided in (a), or bump into another position as provided in (b), and if a temporary transfer is offered to a position at the same or equivalent classification or level, the employee shall accept the temporary transfer. Similarly, if a temporary transfer is offered,

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

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

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

1. Notice of recall may be given by telegram, or by registered or certified mail. In case of notice given by telegram or mail, the employee's last address of record with the City shall be used.

2. An employee who fails to report for work when notified to do so by telegram or mail, by the starting time of his/her shift on the sixteenth (16th) calendar day after the date such notice is received, or by the starting time of his/her shift, on any later day on which he/she was instructed to report, shall likewise be deemed to have quit and shall lose seniority. However, if an employee's failure to report for work is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the City's Personnel Director of such reasons by telegram or by registered or receipted mail, received prior to the deadline for his/her reporting for work. It is recognized that the City may require substantiation of the reason given by an employee. If it is not substantiated promptly upon request of the Personnel Director, the Personnel Director may determine that the employee's loss of seniority shall stand.

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

SECTION 5. Length of service. For purposes of Article 7 and Article 8, seniority shall be defined as the continuous length of service since the employee's last date of hire with the City.



## ARTICLE 7

### WAGE SUPPLEMENTS

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

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

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

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

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

**SECTION 2. Holidays.** The City will pay a full-time employee, as provided below for the following holidays:

- One Full Day Prior to New Year's Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday After Thanksgiving



One Full Day Prior to Christmas Day  
Christmas Day

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

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

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

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

An employee who is subject to the FLSA and who works any of the holidays designated above shall receive one and one half (1-1/2) the hourly rate for all hours worked in addition to the holiday pay. At the employee's option the employee may receive an additional eight (8) hour day off instead of the holiday pay. An employee who is exempt from the FLSA and who works any of the holidays designated above shall receive compensatory time in lieu of pay for all hours worked at the rate of one and one-half (1-1/2) times, in addition to holiday pay.

SECTION 3. Hospital, Medical, Surgical Insurance.

A. Traditional Blue Cross/Blue Shield. The City will continue to make available to an employee covered hereby, a Blue Cross-Blue Shield (MVF-2 with Master Medical Option II, FAC-RC, a Preferred RX \$5.00 prescription drug rider, individual case management and mail order prescription drug service) Plan of hospital, medical and surgical insurance. Such insurance shall include mandatory second surgical opinion and hospital predetermination terms. This plan shall be the base health care plan for all non-supervisory and supervisory bargaining unit members hired prior to October, 29, 1990. The City shall pay no more than the amount paid for the BC/BS Plan provided for in this section for these bargaining unit members each health care contract year. Such changes shall become effective the 20th of the month which is sixty (60) days following ratification of this Agreement by both parties.

B. Optional Coverage. As long as they are available, the City will provide as an option, one open panel or group practice health maintenance organization and one closed panel or individual practice health maintenance organization.

1. As an open panel or group practice health maintenance organization, the City shall provide as an option, coverage through Health Central. Such Health Central coverage shall include "Plan 7" with an optical rider and a Preferred RX \$5.00 prescription co-pay effective the 20th of the month which is sixty (60) days following ratification by both parties.

2. As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of Physicians Health Plan is available through the City's Personnel Department.

3. The City shall provide a health care plan (herein referred to as Plan D) which provides the same coverage as the current BC/BS Plan, however having a limited provider panel and a Preferred RX \$5.00 Co-pay prescription drug rider, individual case management and mail order prescription drug service effective the 20th of the month which is sixty (60) days following ratification of this Agreement by both parties. This plan shall be employer paid.

Plan D shall be an optional plan for bargaining unit members hired prior to October 29, 1990. It shall, however, be the base health care plan for all non-supervisory and supervisory bargaining unit members hired on or after October 29, 1990, and the City shall pay no more than the amount paid for the Plan D provided for in this section for these bargaining unit members each health care contract year.

C. Enrollment. An employee shall become covered by insurance or a health maintenance organization through his/her completion of the required forms (at time of hire, rehire, or during an annual enrollment period), and his/her acceptance by Blue Cross-Blue Shield or a health maintenance organization as a participant. Such forms, and information as to the Plans, shall be available at the City's Personnel Office.

For a seniority employee or a probationary employee after the completion of one hundred twenty (120) calendar days the City will pay one hundred percent (100%) of the premium for single-person or full family semi-private coverage, provided the employee makes the first four (4) premium payments through payroll deduction or waits to enroll during the annual enrollment period. Such deduction and any other deduction pursuant to this Agreement, will not be made from pay for the same payroll period.

D. Premium Computation. The employee shall be responsible for any cost differential between their applicable computation baseline and their chosen plan through payroll deduction.

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

#### F. Opt Out.

1. Procedures. The parties will meet and mutually agree to written procedures for implementation of the terms of an opt-out program.

2. Members of the bargaining unit currently enrolled in a City group health care plan, up to a maximum of fifteen percent (15%) of each bargaining unit, will be allowed to opt out of the City's health care plan annually, during the City's open enrollment period<sup>1</sup> provided the employee provides written proof of coverage from another source other than a City plan, exclusive of coverage provided through a City plan available to a spouse who is a current or retired City employee.

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

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

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

G. Retiree Health Care Coverage. Eligible retirees shall be covered by the same insurance as active bargaining unit members and shall be subject to the same premium computation requirements as active employees, i.e., the employee shall be responsible for any cost differential between their applicable computation baseline and their chosen plan through payroll deduction as applicable. The City will provide notice to employees and retirees.

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

1. Employees hired before October 29, 1990, shall become eligible retirees under this provision when they are eligible to receive age and service retirement benefits (deferred or immediate) or a disability retirement under the terms of the General Employees' Retirement System ordinance, provided that they work at least eight (8) years for the City.

2. Employees hired on or after October 29, 1990, shall not become eligible retirees under this provision. Instead, the City shall contribute 1% of the employee's gross salary to the Defined Money Purchase Pension Plan on behalf of the employee during the employee's active service as set forth in the retirement pension provision, Article 8, Section D, of this agreement.

H. Duty to Report Dependent Changes. Employees and retirees participating in any City health care plan are required to report changes in the status of dependents listed with the City as covered by the plan within thirty (30) calendar days of such changes in status. Failure to report such changes within the specified time limit shall result in the employee or retiree being responsible to reimburse the City for any costs incurred by the City to continue coverage of the designated dependents.

#### SECTION 4. Dental Insurance Coverage.

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

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

1. Employees hired before October 29, 1990, shall become eligible retirees under this provision when they are eligible to receive age and service retirement benefits (deferred or immediate) or a disability retirement under the terms of the General Employees' Retirement System ordinance, provided that they work at least eight (8) years for the City.

2. Employees hired on or after October 29, 1990, shall not become eligible retirees under this provision.



SECTION 5. Jury Duty or Witness Pay Supplement. During the period when an employee is performing required jury duty service or is required to serve as a witness in a criminal action as a result of being served with a subpoena, the City will pay the employee, the difference, if any, between any fees for jury service or witness service and the pay he/she would have received had the employee worked his/her scheduled hours during his/her period of jury duty or witness service, provided that the employee gives the Department Head prompt notice of the call for jury service or witness service and, thereafter, provides evidence of his/her performance of jury service or witness service and of the payment he/she received for it.

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

SECTION 6. Life Insurance. The City agrees to pay the premium on a base \$50,000 of group life and \$50,000 Accidental Death and Dismemberment Insurance for regular full-time employees.

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

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

Further, employees who retire and receive a pension, other than a deferred vested pension, may continue \$3,000 of group coverage on a contributory basis.

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

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

SECTION 7. Sick Leave. During the period of an employee's absence from work due to his/her illness or injury, including pregnancy, or an illness or injury in his/her immediate family, an employee will be paid from his/her sick leave credit, hereinafter provided for, in accordance with the following conditions:



A. Notification Requirements. An employee who falls ill or is injured and who expects to be off work so as to use sick leave credit, with pay, must notify a supervisor in his/her department or designated location as promptly as is practicable under the circumstances but, in any event, not later than his/her starting time. In exceptional circumstances the City may waive this requirement. Employees who are assigned to continuous operations (24 hours per day) must notify the supervisor on duty not less than one (1) hour prior to the time he/she is scheduled to report for work. In exceptional circumstances the City may waive this requirement. Sick leave shall be used in initial minimum increments of one (1) hour and in one-quarter (1/4) hour increments, thereafter.

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

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

Should a pattern of absenteeism become evident, disciplinary action may be taken. Upon evidence of an absence pattern, management may review the employee's absenteeism record for the previous twelve (12) month period. Such review shall be used to determine whether disciplinary action is appropriate. "Patterns" may include, but shall not be limited to, frequent use of sick leave, over-utilization of sick leave credit banks, and sick leave taken adjacent to holidays, weekends, and other scheduled days off work. Progressive disciplinary concepts shall be applied.

SECTION 8. Sick Leave Donation. Whenever an employee shall have exhausted all of his/her sick leave, vacation leave and compensatory time, the Union may make a written request to have its members donate accrued leave time to a non-supervisory or supervisory bargaining unit employee. All such requests shall be approved subject to the following conditions:

1. Total received donations shall be limited to sixty (60) work days restricted to employees who have a nonoccupational illness or injury.
2. If the determination is of permanent disability, the other provisions of this Agreement and the City's ordinance and Charter shall take effect.

**SECTION 9. 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 seventy (170) days, which the employee may use as set forth in Section 1 and 10 of this Article. No sick leave credit shall be accrued by an employee during an unpaid leave of absence.

An employee or his/her beneficiary will be paid for one-half (½) of his/her unused accrued sick leave credit at the date of his/her retirement or death, not exceeding eight-five (85) days and subject to the procedure as enumerated in the Official Proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of his/her unused sick leave accrual when he/she leaves.

**CONDITIONAL UPON THE AUTOMATED PERSONNEL/PAYROLL PACKAGE BECOMING OPERATIONAL THE FOLLOWING PROVISION WILL BE IMPLEMENTED**

**SECTION 9. Sick Leave Credit.** An employee shall be credited with 3.70 hours of sick leave with pay upon completion of each bi-weekly payroll period of service to a maximum accumulation of one-thousand four-hundred fifty-six (1,456) hours, which the employee may use as set forth in Section 1 and 10 of this Article. Sick leave earned beyond the maximum cap of 1,456 hours shall be forfeited. No sick leave credit shall be accrued by an employee during an unpaid leave of absence.

An employee or his/her beneficiary will be paid for one-half (½) of his/her unused accrued sick leave credit at the date of his/her retirement or death while an active employee, not exceeding six-hundred eighty (680) hours and subject to the procedure as enumerated in the Official Proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service prior to vesting may not cash in any part of his/her unused sick leave accrual when he/she leaves. Except that an employee who is a member of the Money Purchase Pension Plan (Defined Contribution Plan) and who has vested in the plan shall be eligible to receive payment of the specified sick leave accrual upon termination of employment with the City.

**SECTION 10. Sick Leave Reimbursement.** The City agrees to pay employees who use eight (8) or less hours of sick leave during the twelve (12) month period between October 1 and September 30 of any year one-hundred fifty dollars (\$150.00); payable not later than December 15 of each year. This proposal is subject to the following conditions:

- A) This payment shall not be included in the Final Average Compensation for calculating retirement benefits.
- B) Sick leave that is donated shall be considered as sick time used.

## SECTION 11. Vacation Leave.

A. Eligibility and Allowances. A regular full time employee shall be eligible for a vacation, with pay to be accrued and available for use on a monthly basis after one (1) year, as follows:

### SENIORITY

1 Year through 5 Years

### VACATION, WITH PAY

10 Work Days

One (1) additional day per each year of additional full-time service, not to exceed a maximum vacation leave of twenty (20) work days. Vacation leave beyond the basic ten (10) work day allotment, must be earned by the completion of full additional years of seniority based upon each employee's City seniority date. An employee whose vacation period includes an authorized holiday shall have equivalent time added to his/her 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/her Department Head at such time(s) as will least interfere with the efficient operation of the department and with due regard for the expressed preference of the employee.

Authorized carry-over shall not exceed ten (10) 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. Vacation leave must be taken in minimum increments of one (1) hour.

For vacations to be taken during the period of October 1 through March 31 of a year, employees shall make vacation selections during the period of August 1 to August 31 each year. For vacations to be taken during the period of April 1 through September 30 of a year, employees shall make vacation selections during the period of February 1 to February 28 each year. For vacations to be taken during a period which overlaps either of the above two periods, employees shall make vacation selections during the above selection period which corresponds to when the vacation will begin. If two (2) or more employees request the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the City's performance of its services, choice of vacation period shall be granted in seniority order of the employees involved. For vacation selections made after the period of August 1 to August 31 and February 1 to February 28, where two (2) employees request the same vacation period, the vacation request shall be granted to the employee who first made the request.

Conditional upon the automated personnel/payroll package becoming operational the following provision will be implemented

SECTION 11. Vacation Leave.

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

SENIORITY

VACATION, WITH PAY  
Bi-Weekly Earnings/Maximum Cap

Beginning of year 1	3.08 hours/240 hours
Beginning of year 6	3.40 hours/256 hours
Beginning of year 7	3.70 hours/272 hours
Beginning of year 8	4.00 hours/288 hours
Beginning of year 9	4.32 hours/304 hours
Beginning of year 10	4.62 hours/320 hours
Beginning of year 11	4.94 hours/336 hours
Beginning of year 12	5.24 hours/352 hours
Beginning of year 13	5.54 hours/368 hours
Beginning of year 14	5.86 hours/384 hours
Beginning of year 15	6.16 hours/400 hours

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

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

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

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

For vacations to be taken during the period of October 1 through March 31 of a year, employees shall make vacation selections during the period of August 1 to August 31 each year. For vacations to be taken during the period of April 1 through September 30 of a year, employees shall make vacation selections during the period of February 1



to February 28 each year. For vacations to be taken during a period which overlaps either of the above two periods, employees shall make vacation selections during the above selection period which corresponds to when the vacation will begin. If two (2) or more employees request the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the City's performance of its services, choice of vacation period shall be granted in seniority order of the employees involved. For vacation selections made after the period of August 1 to August 31 and February 1 to February 28, where two (2) employees request the same vacation period, the vacation request shall be granted to the employee who first made the request.

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

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

SECTION 12. Workers' Compensation. Pursuant to Michigan Law, the City provides, at its sole expense, Workers' Compensation coverage for each employee covered by this Agreement. Employees who are receiving Workers' Compensation benefits as a result of an injury or illness arising out of their employment with the City of Lansing shall in addition to any Workers' Compensation payments continue to accrue sick leave, vacation benefits and be covered by hospitalization and life insurance for a period not to exceed one hundred and four (104) weeks.

SECTION 13. Longevity Bonus. All regular full-time employees covered hereby shall be entitled to receive a longevity bonus for length of service with the City according to the following rules and schedule of payment:

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

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

(C) To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required for original eligibility plus a minimum of one additional year of such service for each



payment, excepting that employees who retire between October 1st dates shall be eligible for a pro-rated payment as outlined under Subsection F below.

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

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

(F) Longevity Bonus Schedule:

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

(G) Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis shall be paid a pro-rated longevity bonus. Such pro-rated payment shall be based on the number of calendar months of full-time service credited to an employee from the preceding October to the date of retirement. An employee whose service with the City terminates for any reason, including retirement, between October 1 and December 1 of any year, shall be paid the longevity bonus immediately upon termination or retirement. An employee who is a vested member of the Money Purchase Pension Plan (Defined Contribution Plan) and who is eligible for longevity bonus payments shall be paid a pro-rated longevity bonus upon termination of employment.

No longevity payment as above scheduled shall be made for that portion of an employee's regular salary or wage which is in excess of \$20,000.

**SECTION 14. Personal Leave Day.** An employee shall be entitled to time off with pay for sixteen (16) hours of personal leave per calendar year provided that such employee shall submit a written request to the Department Head or his/her designee not less than twenty-four (24) hours prior to the requested leave. In order to conform to the calendar year provision of this benefit, actual usage of the sixteen (16) hours of personal leave shall commence at the beginning of the calendar year. Such personal leave time

may be used in increments of one-quarter (1/4) hour at the sole discretion of the Department Head.

SECTION 15. Absence from Employment. If an employee has been terminated or resigned, or is absent from active employment for a period exceeding ninety (90) days and such absence is not due to vacation or paid sick leave, then the City may terminate hospital/medical insurance coverage under Section 3 above, dental insurance coverage under Section 4 above, and life insurance under Section 6 above for such employee, subject to provisions of federal law allowing an employee to continue such benefits at his/her expense.

SECTION 16. IRS Section 125 Plan. The City shall implement an IRS approved plan, which allows employees to pay for medical insurance premiums, unreimbursed medical expenses and dependent care costs with pre-tax dollars.

## ARTICLE 8

### RETIREMENT PENSION

SECTION 1. General. The City will continue to provide to full time regular employees hired prior to October 29, 1990, the retirement pension under the plan which has been in effect as of October 23, 1995, which shall remain intact for the remainder of this Agreement. 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.

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

### SECTION 2. Age and Service Retirement Allowance

Section 292.21, subsection (a) (2), of the City of Lansing Ordinances covering the General Employees Retirement System, as of October 23, 1995, provides the following benefits to members of this bargaining unit:

Employees Hired Prior to October 29, 1990, shall be eligible to retire when age plus service is equal to sixty-five (65).

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

### SECTION 3. Employee's Savings Fund

Section 292.35, subsection (B), of the City of Lansing Ordinances covering the General Employee's Retirement System, as of October 23, 1995, requires members of this bargaining unit to make a contribution, as follows:

Each member's contribution shall be three per cent (3%) of the member's annual compensation.

The City will maintain a 414(h) I.R.S. code provision (pre-tax contributions) for employee contributions withheld after January 1, 1997.

SECTION 4. Alternate Retirement Pension. The City will provide an alternative plan to the current defined benefit retirement plan to employees hired on or after October 29, 1990. These employees shall not belong to the General Employees Retirement System.

The alternative retirement plan shall have the following provisions, with appropriate plan documents and/or ordinances to be put in place by the City implementing these provisions:

Said plan shall provide five percent (5%) of eligible pay as the City contribution for each covered employee's retirement account and one percent (1%) of covered pay for the employee's account to defray health care premiums or, at the employee's sole option, to be combined with the retirement account at the point of termination.

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

In addition, the City shall provide a long-term disability policy for members of the Defined Contribution Plan.

Following approval of plan amendments by the IRS, members of the defined contribution plan may make up to eight percent (8%) voluntary contribution to the plan to the extent permitted by law.

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

Investment options will be increased in the Money Purchase Pension Plan as soon as practicable after ratification of the contract by both parties.

## ARTICLE 9

### LEAVES OF ABSENCE

**SECTION 1. Military Service.** Employees who are inducted into the Armed Forces of the United States under the provisions of the selective service act of 1940, and as amended, shall be entitled to a leave of absence without pay for a period of service required by such original induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service as above defined shall be credited to a reinstated employee's length of City service subject to the provisions of Article V, Section 3 and 4 of the City of Lansing Employee's Retirement System, Ordinance Number 132, passed May 19, 1941.

**SECTION 2. Military Reserve Leave of Absence.** Regular, full time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. The City will make the employee whole for lost wages (difference between military pay and City pay) exclusive of overtime or premium pay for all time lost from work not to exceed ten (10) working days per year. Any such leave in excess of ten (10) working days per year may be charged against an employee's vacation leave or if vacation leave is exhausted an unpaid leave of absence. Requests for Military Reserve Leave of Absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become active members of an armed forces reserve unit, must notify their Department Head as soon as practicable.

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

**SECTION 4. Special Union Leave.** Any member of the bargaining unit who is selected for or elected to a full time union position shall, upon request, be granted a leave of absence without pay for a period not to exceed two (2) years without loss of accrued seniority. No additional seniority shall be accrued while on such leave. This leave of absence may be renewable. Such employee shall be permitted to remain a member of the pension and group insurance plans by paying to the City an amount equal to both the employee's and the City's contributions thereto.

Union Stewards shall, upon request be granted a leave of absence without pay or loss of seniority, for a period not to exceed a total of five (5) days per calendar year to attend union training sessions and/or union functions. Not more than two (2) employees shall be on such leave at any one time. The leave shall be requested sufficiently in advance to permit the City adequate time to cover the work of the employee(s) for whom leave is required. A request for such leave for union business shall be in writing, shall be submitted by the Union to the City's Labor Relations Administrator and shall state the specific purpose for which leave is requested.

**SECTION 5. Sick Leave Without Pay.** An employee who is ill or suffers an injury and is incapable of performing his/her customary duties shall be subject to the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V, Subchapter C. Part 925).

If the illness continues beyond twelve (12) work weeks as provided by the FMLA, the employee must request a leave of absence. All such requests must be supported by evidence from the employee's physician that is satisfactory to the City that the employee is incapable of returning to work and provide the anticipated length of disability. Leaves of absences due to sickness or illness shall not exceed increments of one-hundred twenty (120) days. All such extension requests must be similarly supported by a physician's statement.



An employee who is on a special sick leave of absence for more than two (2) years shall be terminated as a voluntary resignation. But such an employee shall have the right to preferential hiring to the next available opening for which he/she is qualified after overcoming the disability. If and when re-hired the employee will then regain seniority earned before his/her voluntary resignation.

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

## ARTICLE 10

### MISCELLANEOUS

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

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

In the case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Personnel Director, City of Lansing, 119 N. Washington Square, 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/her failure to give notice which arises from the employee not following the procedures above.

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

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

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

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

- Meetings of the Union
- Union Elections
- Results of Union Elections
- Union Recreational and Social Events
- Union Newsletters and News Bulletins

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

SECTION 5. Effect of this Agreement. This Agreement supersedes any past practice and it supersedes any previous agreement, verbal or written between any of the parties hereto or between any of them and any employee(s) covered hereby. All provisions of this agreement, economic and non-economic, shall become effective on the date of ratification of this agreement by both parties unless specifically stated and agreed to otherwise.

SECTION 6. Effect of Invalidity of Provisions of this Agreement. If any provisions of this Agreement be held invalid under existing or future legislation, state or federal, the remainder of this Agreement shall not be affected thereby. Such invalid provision shall be modified to comply with the requirements of federal or state law until renegotiated for the purpose of adequate replacement.

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

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

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

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

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

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

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

SECTION 13. Copies of the Agreement. The City agrees to provide the Union with one (1) original executed Agreement and four (4) copies. The union will be responsible to print and provide copies of the Agreement to its membership. The City will be responsible to print and provide copies of the Agreement to appropriate City officials and all new bargaining unit employees.

SECTION 14. Legal Coverage. Whenever any claims are made or any civil action is commenced against a bargaining unit member for damages caused by acts of the employee within the scope of his/her authority and while in the course of his/her employment, the City will pay for, or engage, or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgement for damages caused by the employee while within the scope of his/her authority and while in the course of his/her employment is awarded against an employee as the result of any civil action or damages, the City will indemnify the employee or will pay, settle or compromise the judgement. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

## ARTICLE 11

### DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

SECTION 1. Definition. A representative of the City may discipline an employee for just cause. Such discipline may take the form of a verbal reprimand, a written reprimand, a disciplinary suspension, or discharge, depending on the seriousness of the



offense and the facts and circumstances involved in each case. In determining appropriate disciplinary action on a current charge, the City will consider the seriousness of the incident and any prior infractions which did not occur more than two (2) years previously.

SECTION 2. Notice of Investigation. Within fifteen (15) working days, including paid holidays, after becoming aware of the conduct or incident complained of, a representative of the City shall provide the employee with a written and signed statement of the nature, date and time of the offense, unless such notification would interfere with, or jeopardize a pending investigation.

SECTION 3. Notice of Discipline. Within thirty (30) calendar days of the date of the alleged offense or the employer's knowledge of the alleged offense which may subject an employee to disciplinary action, a representative of the City shall give the employee either:

- 1) a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective; OR
- 2) a written notice of pre-determination hearing, its date, time and location, and the nature of the employee's offense.

In either case, as immediately as is practicable thereafter, the City's representative shall provide the employee's Steward, or in the Steward's absence another Union representative, with a copy of the above notice. If a pre-determination hearing is held, and disciplinary action is deemed appropriate by the City representative, the statement described in (1) above, will be provided to the affected employee and Union representative within five (5) work days after the hearing; provided, this time limit may be extended by the parties for purposes of investigating new information provided at the hearing.

SECTION 4. Discussion with Steward. Upon request, the discharged or suspended employee must be allowed to discuss his/her discharge or suspension with his/her Steward and the City will make available an area where he/she may do so before he/she is required to leave the property of the City. The Department Head or his/her designated representative must discuss the discharge or suspension with the employee or his/her Steward as immediately as is practicable, if requested to do so.

SECTION 5. Expedited Grievance. Should the Union consider the discharge to be improper, an employee or a union representative shall submit within five (5) work days of the effective date of the discharge or suspension a written grievance to the Labor Relations Office, with a copy to the Department Head, in accordance with Step 3 of the Grievance Procedure. Discharge and suspension cases shall be processed in accordance with the rules and procedures of the Grievance Procedure.



SECTION 6. Suspension Pending Determination. Under circumstances where he/she deems it appropriate to do so, a representative of the City may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. Such suspension shall be with pay, and in no case shall the suspension exceed thirty (30) days following the date of suspension. However, in the case of a serious offense, including but not limited to serious criminal violations, suspension with pay shall be limited to ten (10) days and, thereafter, shall be without pay. If no penalty has been assessed within that period the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension. The employee's Steward, or, in his/her absence another Union representative, shall be given a copy of the notice of discipline, and the employee's right shall arise to pursue the procedures above provided for the situation where disciplinary action is taken initially, without a period of suspension.

## ARTICLE 12

### 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 ten (10) work days from date the employee concerned became knowledgeable of or should have known of the event giving rise to the alleged grievance. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

A. For the purpose of the grievance procedure, a day shall mean Monday through Friday, excluding holidays, 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. A 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.

C. For working time necessarily spent in investigating a grievance already submitted in the grievance procedure, or in discussion of such a grievance with the City's

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

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

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

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

G. The Union acknowledges that counseling memoranda may be utilized by the employer. Counseling memoranda shall not be construed as disciplinary action.

H. The time limits at any step of the grievance procedure may be extended by mutual agreement of the parties' representatives at that step in writing.

SECTION 2. Steps of the Grievance Procedure. Any employee, at any time, may present a grievance to his/her immediate supervisor and have the grievance adjusted without intervention of the employee's Steward, if the adjustment is not inconsistent with the terms of this Agreement, and shall not be considered precedent-setting, provided that the employee's Steward has been given an opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his/her first line supervisor to discuss the grievance. If the issue is unresolved, the employee may contact his/her Steward who shall then reduce the grievance to writing on a mutually agreed upon 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 or an Alternate Steward and/or the affected employee within the appropriate departmental division or location no later than ten (10) working days from the date the employee concerned became knowledgeable of, or should have known of the event giving rise to the alleged grievance shall first attempt to resolve the issue by discussing the matter with the immediate supervisor, or other representative designated by the Department, with an earnest attempt to settle the matter.

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

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

**STEP 4.** If the answer of the Labor Relations Office in Step 3 is not considered satisfactory by the employee, the Union, within ten (10) days thereafter, shall request an appeal board hearing between the Union Business Representative of Teamsters Local 214, and the Labor Relations Administrator, or his/her designee. The appeal board hearing shall be limited to not more than three (3) Union representatives and three City representatives. Only one (1) Steward or Alternate Steward and the grievant shall attend an appeal board hearing that occurs during their regular working hours without loss of time or pay. Only one (1) employee representative other than the Steward shall attend an appeal board hearing concerning a grievance filed on behalf of more than one (1) employee, without loss of time or pay. Additional City witnesses or employees with special knowledge may attend an appeal board hearing with the prior written approval of the Administrator of Labor Relations. The meeting shall be held on a mutually agreeable date but not more than ten (10) days after the request is received by the City from the Union, unless extended by mutual agreement. At this meeting the Union and the City shall review the facts as they relate to the interpretation and application of the contract. The employer shall provide a written answer within ten (10) days of said appeal board hearing.

**STEP 5. Grievance Mediation.** If the grievance is not resolved at step 4 of the grievance procedure and the Union wishes to pursue the matter, the Union may, within seven (7) days of the date of the appeal board hearing, by mutual agreement only, file with the City and the Michigan Employment Relations Commission (MERC) concurrently a request for grievance mediation.

STEP 6. Arbitration. If the grievance is not resolved at the step 4 meeting or through grievance mediation, if mutually selected, and the Union wishes to carry it further, the Union shall file with the City a demand for arbitration within forty five (45) calendar days after receiving the step 4 answer or the conclusion of the mediation conference, whichever is applicable.

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

Maurice Kelman  
Mark Kahn  
Mark Glazer  
John Lyons  
Ruth Kahn  
George Roumell  
Ellen Alexander

The arbitrator's decision shall be final and binding upon the employee(s) involved, the Union, and the City; and there shall be no appeal from any arbitrator's decision. Any fees and expenses of the arbitrator shall be borne equally between the City 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.

SECTION 3. Expedited Grievance. Any grievance concerning an employee who was disciplined by suspension or discharge or which concerns promotions, demotions, or layoffs shall be presented at Step 3 of the grievance procedure.

## ARTICLE 13

### HOURS OF WORK AND OVERTIME

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



Provided, this section shall not preclude the parties from entering an agreement which redefines normal work day, or incorporating the concepts of core time, compressed time or flexible work schedules in individual departments which are consistent with the terms of this agreement relative to how leave time is accrued and used and eligibility for premium payments is set forth.

SECTION 2. Overtime. Overtime is defined as time worked in excess of forty (40) hours in a work week when authorized by the Department Head or his/her designee. Employees, except for those employees exempt from the Fair Labor Standards Act (FLSA), shall be compensated at the rate of one and one-half (computed at 152%) times the employee's hourly equivalent of annual salary in effect at the time the overtime is performed (annual salary divided by 2088). For the purpose of computing overtime, holidays as defined in this agreement, paid sick leave days, paid personal leave days and paid vacation leave days shall be considered as days worked.

The appropriate Department Head or his/her designee may require personnel covered by this Agreement to work overtime hours. The City recognizes that such overtime assignments can be an inconvenience or a burden to some employees. During the life of this Agreement the City will strive to minimize the inconvenience or burden by attempting to notify the employees who are required to work overtime as far in advance as practicable.

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

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

### SECTION 3. Compensatory Time.

#### A. Employees Subject to the Fair Labor Standards Act

In lieu of receiving pay for overtime which is worked, an employee may elect to receive compensatory time off earned at the rate of one and one-half (1 ½) hours compensatory time off for one hour overtime worked. All compensatory time shall be earned and used in minimum increments of one-quarter (1/4) of an hour.

Compensatory time earned hereunder shall be cumulative up to a maximum total of eighty (80) compensatory hours during the fiscal year, provided that additional compensatory hours may be earned so long as they are used during the same pay period. Employees who use compensatory time in excess of their balance, as recorded by the Personnel Department, may be subject to docked pay. Accrued compensatory time will be paid at the employee's authorized regular rate of pay up to a maximum of eighty (80) compensatory hours at the employee's termination of employment. Accrued compensatory time shall not be paid upon an employee's retirement; however, accrued compensatory



time, up to a maximum total of eighty (80) compensatory hours may be taken prior to the employee's last scheduled day of work.

B. Employees Exempt from the Fair Labor Standards Act

Compensatory time shall be earned at the rate of one and one half (1 ½) hours compensatory time for one (1) hour overtime worked and shall not be limited in its accrual during the fiscal year, provided that any amount in excess of one-hundred twenty (120) hours shall be forfeited if not used by the end of the fiscal year. Employees who use compensatory time in excess of their balance, as recorded by the Personnel Department, may be subject to docked pay. Upon an employee's compensatory time balance reaching eighty (80) hours, the employee's immediate supervisor and the employee shall jointly develop a schedule to utilize compensatory time in a manner which minimizes operational impact and compensatory time loss.

Accrued compensatory time will be paid at the employee's authorized regular rate of pay up to a maximum of one-hundred twenty (120) hours at the employee's termination of employment. Accrued compensatory time shall not be paid upon an employee's retirement; however, accrued compensatory time, up to a maximum total of one-hundred twenty (120) compensatory hours may be taken prior to the employee's last scheduled day of work.

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

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

SECTION 5. Overtime on Sunday. All employees subject to the Fair Labor Standards Act who are scheduled by an appropriate Department Head to perform overtime work on a Sunday shall receive two (2) times the hourly equivalent rate, provided that he/she has worked forty (40) hours during his/her regular scheduled work week and has worked a full schedule on Saturday. Eligible employees may opt to receive compensatory time at double rate unless otherwise provided for in this Agreement.

Employees exempt from the Fair Labor Standards Act who perform work under the above provisions shall only be eligible to receive compensatory time at the rate stated herein.

SECTION 6. Overtime Refusal. Overtime shall not be refused to the employee because of the employee's choice of overtime pay over compensatory time, nor for disciplinary reasons.

SECTION 7. Absences Due to Adverse Conditions.

A. Non-emergency. In the event of adverse weather conditions or other conditions beyond the control of the employer which do not constitute an emergency as declared by the mayor requiring the general closure of city facilities:

1. Employees are required to report to work.
2. Employees who are, nevertheless, unable to report to work because of the adverse conditions will be allowed to utilize vacation, personal leave, or accrued compensatory time for the period of time that they are unable to report to work.
3. Employees who elect not to utilize compensatory time, personal leave, or vacation time may be granted an excused absence without pay for the applicable period.

B. Emergency. In the event of adverse weather conditions or other conditions beyond the control of the employer which do constitute an emergency as declared by the mayor requiring the general closure of city facilities:

1. Employees reporting and authorized to work shall be paid for the hours worked and receive an equal number of hours off at a later date.
2. Employees who do not work will be allowed to utilize vacation, personal leave, or accrued compensatory time for the period of time that they did not work.
3. Employees who are required to work on such days which constitutes an emergency requiring the general closure of City facilities shall receive one and one-half (1-1/2) hours of additional vacation leave for each hour worked up to eight (8) hours.
4. Employees, including salaried personnel, who are required to work on Saturday and/or Sunday when an emergency has been declared and remains in effect, shall be compensated with compensatory time off at one and one-half (1-1/2) times the hours worked on Saturday and double the time for each hour worked on Sunday.

SECTION 8. Pyramiding. Premium payments shall not be duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour work week.

SECTION 9. Humanitarian Assignments. Nothing in this agreement shall be construed to abrogate the City's responsibilities under the Americans with Disabilities Act (ADA).

## ARTICLE 14

### WORK ASSIGNMENTS

Except as provided below, non-bargaining unit members shall not routinely perform the work that is normally performed only by bargaining unit members if in so doing it would displace the employment of a bargaining unit employee. It is mutually understood that there is some like work that is performed by both bargaining unit and non-bargaining unit members. The City shall strive to eliminate such over-lapping duties whenever practicable. Furthermore, nothing in this section shall prohibit the City from utilizing part-time employees to perform work in accordance with the limitations contained within this Agreement.

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

## ARTICLE 15

### CLASSIFICATIONS/REORGANIZATION

SECTION 1. Reorganization. Whenever a position is combined or eliminated through a reorganization the employees whose positions were eliminated shall have the following rights:

- A. In the event that the new position is created within the same Department that includes most of the duties of the eliminated position the incumbent employees shall fill the new position if they are qualified to perform all of the duties of the new

position upon completion of the trial period of two (2) weeks. The position posting requirements of the Agreement will not be observed unless none of the employees to be displaced are deemed qualified.

B. In the event that a displaced employee does not fill a new position he/she shall have the right to exercise bumping rights in accordance with the bumping procedures within this Agreement.

C. Where more than one employee is displaced and fewer positions are established, the most qualified displaced employee shall fill the position. If displaced employees are equally qualified, the most senior employee shall fill the position.

SECTION 2. New Positions. In the event a new classification is established, the Union shall have the right to negotiate wages, hours and work conditions for new classifications. If the parties are unable to reach agreement, the rate of pay shall be subject to the grievance arbitration procedure outlined in Step 4 of Grievance Procedure, providing the Union gives written notification of its intent to arbitrate to the City's Labor Relations Administrator within fifteen (15) days following the meeting of the parties on the subject.

SECTION 3. Classification Reviews. The City and the Union agree that the positions covered by this Agreement were evaluated by and the salary range established under the Hay system guide chart profile evaluation method. During the life of this Agreement a full time employee, or Department Head, that believes there has been a significant change in the job content of an existing position may request in writing that the City proceed with a classification review in accordance with the provisions of this Agreement. A contracted classification consultant of the hay group will be responsible for determining classification levels based upon the hay methodology.

In the event that the classification review determines that the position shall be reclassified upward, the reclassification will be effective the beginning of the next pay period following the receipt of the decision from the City's classification consultant. The employee will be placed in the new classification at the next step increment which affords the employee a salary increase. The employee shall subsequently be eligible for a merit step increase twelve (12) months from his/her last merit step increase pursuant to the terms of this agreement set forth at Article 21. There shall be no adjustment to the employee's merit eligibility date as a result of a reclassification determination.

If the classification review determines that the position shall be classified downward, the reclassification shall be effective the beginning of the next pay period following the decision of the City's classification consultant or, if the employee files an appeal in accordance with the procedure below, after the expiration of the appeal procedure time

limits. Salary adjustments for downgraded positions shall be implemented according to the following method:

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

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

One trained bargaining unit representative and the employee may attend all appeal hearings that consider reclassification of bargaining unit members and have a reasonable opportunity to present information and take part in the discussions.

SECTION 4. Procedure for Classification Review of Teamster Local 214 Positions.  
Classification Reviews may be requested by any City employee, supervisor or Department Head according to the following procedure.

1. Employee obtains Reclassification Position Questionnaire from the Personnel Department.
2. Incumbent forwards completed Position Questionnaire to supervisor for review and completion of supervisor's section.
3. Supervisor forwards completed Position Questionnaire form to Department Head within fifteen (15) working days of receipt from incumbent.
4. Completed Position Questionnaire is forwarded to the Personnel Department within ten (10) working days from the time the Position Questionnaire is submitted to the Department Head.
5. Personnel Department logs and prioritizes Position Questionnaire by date of receipt.
6. Personnel Department staff representative conducts desk audits by interviewing the incumbent and appropriate supervisor and prepares the desk audit summary within fifteen (15) working days.



7. Personnel Department forwards Position Questionnaire and desk audit summary to the classification consultant who evaluates the position and provides a decision in writing to the Personnel Department within fifteen (15) working days.
8. Once a classification review request has been received from the classification consultant, the decision will be forwarded to the Department Head, incumbent, Labor Relations Office and Budget Office within five (5) working days of the date the decision was received from the consultant.
9. Reclassification decisions to reclassify a position upward shall be effective the beginning of the next pay period following the review by the classification consultant. Where the classification review indicates a downward reclassification of the incumbent's position, the reclassification will not become effective until the appeal procedure timelines, described below, have been exhausted.

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

Each classification study which comes before the classification consultant may result in any of the following decisions: upward change, no change, downward change, change in title.

**SECTION 5. Reclassification Appeal Procedure.** Employees may appeal reclassification decisions made by the City's classification consultant. All such appeals must be processed in accordance with the following steps:

- Step 1. The employee, or either party must file a written appeal on forms furnished by the City, with the Personnel Department within ten (10) working days of written notification of the classification consultant's decision. The appeal form must include the specific reasons for the basis of the appeal.
- Step 2. All documentation provided regarding an appeal will be forwarded by the Personnel Department to the classification consultant. The appeal will be arranged by the Personnel Department at a time mutually agreed to by the consultant, Personnel Department, management, the employee and the Union representative. The employee may attend to present additional information.

- Step 3. The Personnel Department will provide the employee with a written answer from the consultant regarding the appeal within thirty (30) calendar days of the meeting.

## ARTICLE 16

### VEHICLES

As of the effective date of this contract, all employees who are assigned a motor vehicle shall continue to have one provided by the City as long as the motor vehicle is essential to the employee's job duties and the employee remains in his/her present position. The vehicle may be driven to and from work in accordance with existing City policies. Any employee hired after February 1, 1997, who is assigned a motor vehicle shall only be permitted to drive the vehicle to and from work if the employee maintains a bona fide residence within the City limits.

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

## ARTICLE 17

### SUBCONTRACTING

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

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

## ARTICLE 18

### EQUIPMENT

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

## ARTICLE 19

### EDUCATION AND TRAINING

The City shall reimburse employees for tuition and lab fees for approved college level course work or other departmentally approved training or education programs which are taken off duty. It is the understanding of the parties that eligible education and training will also encompass course work taken by the employee in order to help the employee take the necessary academic training to qualify for promotional opportunities. Reimbursement is subject to the following provisions:

- 1) Education and training program costs shall be reimbursed at a rate not to exceed the rate of \$350.00 per bargaining unit member per fiscal year. Non-credit job related and promotional training programs, tuition or registration fees shall be reimbursed at the actual cost, neither to exceed the annual reimbursement limit of \$350.00 per fiscal year.

Effective July 1, 1997 for course work after July 1, 1997 reimbursement for education and training program costs shall be increased to \$400.00 per bargaining unit member per fiscal year. Non-credit job related and promotional training programs, tuition or registration fees shall be reimbursed at the actual cost, neither to exceed the annual reimbursement limit of \$400.00 per fiscal year.

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

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

Special License Reimbursement Terms. Full-time employees covered by this agreement may also use the education reimbursement benefit for licenses and appropriate endorsements required for their respective positions. Reimbursement for these costs is subject to the overall limit for all education reimbursements in any fiscal year. This shall not include the cost of a basic operator's or chauffeur's license.

## ARTICLE 20

### PARKING/TRANSPORTATION SUBSIDY

Employees covered by this agreement shall be eligible for one of the following subsidies:

A. Public Transportation Subsidy: A monthly CATA bus pass at the City's expense or a subsidy equal to the cost of a monthly CATA bus pass to be used for SPECTRAN services.

OR

B. Parking Subsidy: Monthly parking paid by the City at the North Grand expansion ramp.

C. Maximum Parking Subsidy: The maximum monthly parking subsidy will be equal to the price of monthly parking in the North Grand expansion ramp.

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

## ARTICLE 21

### WAGES/DEFERRED COMPENSATION

SECTION 1. Wage Rates. Effective beginning the pay period on or immediately following February 1, 1997, the City agrees to increase by three percent (3%), the existing schedule of salary and merit increment rates. Effective beginning the pay period on or immediately following February 1, 1998, the City agrees to increase by three percent (3%), the existing schedule of salary and merit increment rates. Effective beginning the pay period on or immediately following February 1, 1999, the City agrees to increase by three percent (3%) the existing schedule of salary and merit increment rates.

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

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

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

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

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

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

SECTION 3. Retroactive Payment. Retroactive payment will be made by separate check to each bargaining unit member on the active payroll as of the date of ratification of this agreement by both parties to the extent that the employee has not received any retroactive payment as a member of another bargaining unit for the same period of time. In the event that a bargaining unit employee did receive prorated payment prior to entering



this bargaining unit, said retroactivity shall be prorated to include only that amount owed him/her.

## ARTICLE 22

### JOINT LABOR-MANAGEMENT COMMITTEE

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

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

## ARTICLE 23

### CONTRACT TERM

EFFECTIVE AND TERMINATION DATES. This Contract shall become effective February 1, 1997, and shall continue in full force and effect until 11:59 p.m., January 31, 2000, 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:

18th DAY OF September, 1997

FOR THE UNION

Sheryl Langdon  
Sheryl Langdon  
Business Representative

Paul R. McComb

James D. Poff

James D. Poff

James D. Poff

FOR THE CITY  
BY ITS MAYOR:

David C. Hollister  
David C. Hollister

BY ITS CLERK:

Marilynn Slade  
Marilynn Slade

J. D. Smith  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

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

Doris A. Schering  
LABOR RELATIONS

APPENDIX A  
TEAMSTERS LOCAL #214 UNIT POSITIONS

SUPERVISORY - UNIT I

Finance Department

Deputy Controller  
Executive Secretary

Law Department

Administrative Assistant

Parks and Recreation Department

Forestry Manager  
Golf Manager  
Manager of Grounds and Landscape Maintenance

Personnel Department

Safety Administrator

Planning and Neighborhood Development

Building Safety Manager  
Chief Building Inspector  
Chief Electrical Inspector  
Chief Mechanical Inspector  
Chief Plumbing Inspector  
Code Compliance Manager  
Housing Services Coordinator  
Planning Manager  
Principal Planner  
Zoning Administrator

Police Department

Central Dispatch Administrator

Public Service Department

Assistant City Engineer  
Garage Supervisor  
Office Manager  
Recycling Coordinator  
Waste Water Treatment Plant Engineer

APPENDIX A  
TEAMSTERS LOCAL #214 UNIT POSITIONS

continued

NON-SUPERVISORY - UNIT II

Human Relations and Community Services Department  
Grants & Program Coordinator

Law Department  
Assistant City Attorney  
Associate City Attorney  
Legal Secretary  
Senior Clerk  
Senior Legal Secretary

Police Department  
Administrative Secretary  
Legal Advisor

Public Service Department  
Engineer

## APPENDIX B

<u>HOLIDAYS</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
New Years Day	Jan. 1	Jan. 1	Jan. 1	Jan. 1
Martin Luther King Day	Jan. 20	Jan. 19	Jan. 18	Jan. 17
Good Friday	March 28	April 10	April 2	
Memorial Day	May 26	May 25	May 31	
Independence Day	July 4	July 4	July 4	
Labor Day	Sept. 1	Sept. 7	Sept. 6	
Veterans Day	Nov. 11	Nov. 11	Nov. 11	
Thanksgiving Day	Nov. 27	Nov. 26	Nov. 25	
Friday after Thanksgiving	Nov. 28	Nov. 27	Nov. 26	
One Full Day Prior to Christmas Day	Dec. 24	Dec. 24	Dec. 24	
Christmas Day	Dec. 25	Dec. 25	Dec. 25	
One Full Day Prior to New Years Day	Dec. 31	Dec. 31	Dec. 31	



APPENDIX C

MEMORANDUM OF AGREEMENT  
between the  
CITY OF LANSING  
and  
TEAMSTER LOCAL #214

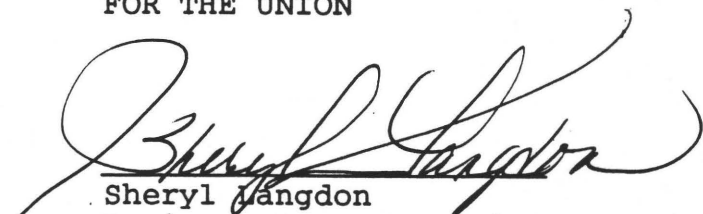
AFFIRMATIVE ACTION COMMITTEE

The Union and the City shall establish a Joint Labor-Management Committee in order to ensure that protected group members covered by the Elliott-Larsen Civil Rights Act (P.A. 453 of 1976 as amended) and the Michigan Handicappers Civil Rights Act (P.A. 220 of 1976 as amended) have equal access to employment opportunities with the City of Lansing. At least one year prior to the expiration of this agreement the committee shall commence meeting and shall:

- 1) review the selection processes to determine what impact, if any, existing practices in position descriptions, position titles, application forms, interview procedures, testing administration and testing validity have on recruiting and hiring protected group members covered by the Elliott-Larsen Civil Rights Act (P.A. 453 Of 1976 as amended) and the Michigan Handicappers Civil Rights Act (P.A. 220 of 1976 as amended);
- 2) recommend changes in any of these practices which create a barrier to recruiting and hiring protected group members;
- 3) by so participating in the committee, neither the Union nor the City waives any statutory or contractual right.

The City of Lansing agrees to indemnify and save harmless the Teamsters Local 214 Union from and against all claims or suits based upon this Memorandum of Understanding and its implementation.

FOR THE UNION

  
Sheryl Langdon  
Business Representative

FOR THE CITY  
BY ITS MAYOR:

  
David C. Hollister

CRGane

James A. Hoff

Charles S. Remer

Paul P. Melomb

BY ITS CLERK:

Marilynn Slade  
Marilynn Slade

J. J. Smith  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

Robert W. Simon  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED:  
FINANCE DIRECTOR

Doris A. Schering  
LABOR RELATIONS

APPENDIX D

MEMORANDUM OF AGREEMENT  
between the  
CITY OF LANSING  
and  
TEAMSTERS LOCAL 214


REGARDING THE DETERMINATION

OF EXEMPT STATUS UNDER THE FAIR LABOR STANDARDS ACT

The parties, hereby, agree that within ninety (90) days following ratification of the collective bargaining agreement by both parties, the City shall commence a determination of the exempt status of all bargaining unit members under the FLSA.

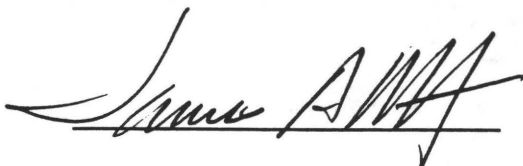
Prior to the final determination, a preliminary finding shall be distributed to the bargaining unit member and his/her immediate supervisor and/or Department Head for written comment.

FOR THE UNION:

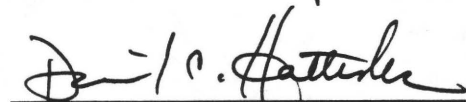
  
Sheryl Langdon  
Business Representative



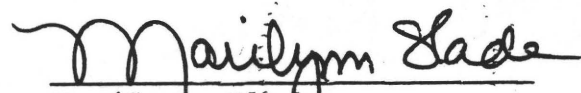


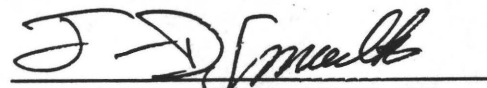


FOR THE CITY  
BY ITS MAYOR:

  
David C. Hollister

BY ITS CLERK:

  
Marilynn Slade

  
APPROVED AS TO FORM BY:  
CITY ATTORNEY

Chad E. Remmen

Paul W. Simon

I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED:  
FINANCE DIRECTOR

Doris A. Schenck  
LABOR RELATIONS

## INDEX

Absence from Employment (29)  
ABSENCES DUE TO ADVERSE CONDITIONS (44)  
Addresses and Telephone Numbers of Employees (33)  
AFFIRMATIVE ACTION COMMITTEE (58)  
Aid to Other Unions (34)  
Anti-Discrimination (34)  
APPLICATION OF SENIORITY (10)  
    Permanent Transfer (10)  
    Temporary Transfer to Higher Classification (11)  
    Transfer Out of and Back Into the Bargaining Unit (12)  
Bereavement Time (17)  
Bulletin Boards (34)  
CLASSIFICATIONS/REORGANIZATION (45)  
Compensatory Time (42)  
Condition of Employment (4)  
CONTRACT TERM (53)  
COPIES OF THE AGREEMENT (36)  
DECLARATION OF POLICY (1)  
Definition of the Bargaining Unit (3)  
DEFINITIONS (1)  
Dental Insurance Coverage (21)  
DISCIPLINARY ACTION, DISCHARGE, SUSPENSION (36)  
    DISCUSSION WITH STEWARD (37)  
    EXPEDITED GRIEVANCE (37)  
    NOTICE OF DISCIPLINE (37)  
    NOTICE OF INVESTIGATION (37)  
    SUSPENSION PENDING DETERMINATION (38)  
EDUCATION AND TRAINING (50)  
Effect of this Agreement (34)  
Equal Representation (4)  
EQUIPMENT (50)  
EXEMPT STATUS (60)  
GRIEVANCE PROCEDURE (38)  
    ARBITRATION (41)  
    Definition of a Grievance (38)  
    Steps of the Grievance Procedure (39)  
Grievance Procedure  
    GRIEVANCE MEDIATION (40)  
Holidays (17)  
Hospital, Medical, Surgical Insurance (18)



HOURS OF WORK AND OVERTIME (41)  
Humanitarian Assignments (45)  
JOINT LABOR-MANAGEMENT COMMITTEE (53)  
Jury Duty or Witness Pay Supplement (22)  
Layoffs and Recalls (12)  
Leave of Absence  
    Special Union Leave (32)  
LEAVES OF ABSENCE  
    Military Service (31)  
Life Insurance (22)  
Longevity Bonus (27)  
MANAGEMENT RIGHTS (2)  
NOTICE OF HIRE OR TERMINATION (5)  
Overtime  
    Overtime on Sunday (43)  
    Overtime Refusal (44)  
PARKING/TRANSPORTATION SUBSIDY (51)  
Payroll Deduction of Dues (4)  
Payroll Deductions (36)  
Personal Leave Day (28)  
Protection of Rights (36)  
Pyramiding (45)  
RETIREMENT PENSION (29)  
SENIORITY  
    Definition (7)  
    Loss of Seniority (9)  
    Probationary Employees (8)  
    Return from Disability (9)  
    Seniority Status (8)  
Sick Leave (22)  
    Sick Leave Credit (24)  
    Sick Leave Donation (23)  
    Sick Leave Reimbursement (24)  
    Sick Leave Without Pay (32)  
Strikes, Work Interruptions (35)  
SUBCONTRACTING (49)  
Union Access to City Premises (35)  
UNION REPRESENTATION (5)  
    Monthly Stewards' Meeting (7)  
    Negotiations (7)  
    Paid Union Time (7)  
    Steward Seniority (7)  
    Stewards (5)  
UNREIMBURSED MEDICAL EXPENSES (29)

Vacation Leave (26)  
    Eligibility and Allowances (26)  
    Payment (27)  
    Scheduling (25, 26)  
Vehicles (49)  
WAGES/DEFERRED COMPENSATION (52)  
Waiver Clause (35)  
WORK ASSIGNMENTS (45)  
Work Breaks (43)  
Workers' Compensation (27)



