12/31/2002

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AGREEMENT

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Between

THE CHARTER TOWNSHIP OF LANSING

and

TEAMSTERS LOCAL *580

LANSING, MICHIGAN

Effective: JANUARY 1, 2000

Terminates: DECEMBER 31, 2002

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AGREEMENT

THIS AGREEMENT made and entered into this (lay of November), 2000, by and between **THE CHARTER TOWNSHIP OF LANSING**, located at 3209 West Michigan Avenue, Lansing, Michigan 48917, and hereinafter termed the "Employer," and **LOCAL UNION *580**, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 5800 Executive Drive, Lansing, Michigan 48911, hereinafter called the "Union."

WITNESSETH:

ARTICLE I MANAGEMENT RIGHTS

The Employer, 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 constitution of the State of Michigan and of the United States.

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 Employer.

ARTICLE II RECOGNITION, AGENCY SHOP AND DUES

<u>Section 1</u>. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed below:

UNIT A	Water Department Foreman, Building Inspector, Deputy Clerk, Deputy Treasurer.
UNIT B	Payroll Clerk, Police Secretary, Water Department, Secretary, Water Department Service Men, regular part-time Parks and Recreation/Building Maintenance person, and all other secretaries and clerks, excluding the Secretary of the Supervisor.

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein.

The unit shall not include part time and temporary employees.

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<u>Section 2</u>. All bargaining unit employees shall as a condition of employment either become members of the Union or shall pay to the Union a representative fee reflecting the cost of bargaining and administering the Agreement, on or before the 31st day of employment with the Employer.

Section 3. The Employer agrees to deduct from the pay of each Union member all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every employee, working in the classifications hereinafter set forth provided however, that the Union presents to the Employer authorization, signed by such employee, allowing such deductions and payments to the Union.

Section 4. A new clerical employee shall work under the provisions of this Agreement but shall be employed on a ninety (90) day probationary period. West Side Water Servicemen shall serve a one hundred twenty (120) day probationary period. During the probationary period an employee may be disciplined, discharged or laid off without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement of discriminating against Union members. The Union shall not represent probationary employees in matters of discipline, discharge or layoff. After the probationary period, the employee shall be placed on the regular seniority list.

Section 5. The Union shall hold the Employer harmless from any and all legal costs, judgments, awards or decisions adverse to the economic interest of the Employer arising from enforcement of the provisions of this Article relating to deduction of dues, agency shop fees or termination resulting from failure to remit Union dues.

ARTICLE III WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE IV ANNEXATION OR INCORPORATION

Section 1. Parties recognize that the Employer, being a political entity and being governed by the laws of the State of Michigan, is subject to annexation of portions or all of its territory by adjacent cities as may be now or hereafter existing and that annexation or consolidation with a larger unit of government may eliminate the need for employees presently within the bargaining unit. Where the remaining portion of the Employer, for economic reasons, is unable to support the current staff, a necessary reduction in personnel may be accomplished by the Employer or a successor unit of government.

Section 2. The parties mutually recognize that the Employer may reorganize as a home rule city and in the event the municipal boundaries of a successor city shall be the same or substantially the same as the currently existing Employer boundaries a successor unit of government shall be bound by the terms of this Agreement.

<u>Section 3</u>. The parties mutually recognize that the electors of the Employer pursuant to the provisions of 1947 PA 359 as amended, may terminate the existence of the Employer as a Charter Township and revert to the status of a general law Township in which event a necessary reduction in personnel may be required for economic reasons.

ARTICLE V SENIORITY

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<u>Section 1</u>. In the layoff, recall and/or promotion of employees within classification the following shall be considered and are listed in relative order of importance:

- 1. Seniority
- 2. Qualifications

<u>Section 2</u>. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

<u>Section 3</u>. Seniority shall be broken only by discharge, voluntary quit or layoff for a period of more than two (2) years.

Section 4. In the event of a layoff, an employee so laid off shall be given one (1) week notice of recall to work, by certified mail, to his/her last known address. In the event the employee fails to make himself/herself available for work at the end of said one (1) week, he/she shall lose all seniority rights under this Agreement.

Section 5. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall be, permitted to return to the bargaining unit. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her promotion or transfer out of the unit.

Section 6. All bargaining unit job vacancies shall be posted, at the same time they are publicly advertised, for a period of five working days. The job shall be awarded to bargaining unit employees where they possess the ability and qualifications equal to or above those of other applicants.

ARTICLE VI DISCHARGE OR SUSPENSION

DISCIPLINE OF EMPLOYEES:

Section 1. In the case of a dismissal, discharge or suspension of an employee with seniority, the Union shall be advised of the reason for dismissal, discharge or suspension as soon as reasonably possible. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Causes which shall be deemed sufficient for suspension, dismissal or other disciplinary action include, but are not limited to, the following:

- A. Excessive absence from work.
- B. Commitment and conviction of any criminal act. (Circuit Court Misdemeanor or Felony)
- C. Disorderly or immoral conduct.
- D. Insubordination.
- E. Consuming intoxicants on any Employer property or reporting for work under the influence of intoxicants of any kind in any degree whatsoever.
- F. Neglect of duty.
- G. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment.
- H. Deliberate falsification of records and reports.

<u>Section 2</u>. Disciplinary action against an employee with seniority shall be for just cause. Discipline will be applied using the principles of corrective discipline. Discipline which is more than one (1) year old will not be used to support discipline on a current charge provided it did not involve any loss of pay.

ARTICLE VII GRIEVANCE PROCEDURE

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<u>Section 1</u>. It is mutually agreed that all unsettled complaints involving a violation, misinterpretation or misapplication of any provision of this Agreement shall be settled in accordance with the procedure herein provided.

<u>Section 2</u>. Should any grievance falling within the terms of Section 1 arise, it shall be settled through the following steps:

Step 1:	The aggrieved person within seven (7) working days of the occurrence or knowledge of the incident involving the violation, misinterpretation or misapplication of this Agreement shall confer with the shop steward and the immediate supervisor of the aggrieved. The supervisor will provide an answer within five (5) working days.			
If the answer in Step 1 is unsatisfactory, the grievance shall be reduced to wr within seven (7) working days of the supervisor's answer on the regular grieva form provided by the Union.				
Step 2:	The written grievance shall immediately be submitted to the office of the Township Supervisor and a conference between the steward or other Union official and the Township Supervisor shall be held within seven (7) working days of submission of the grievance to establish the facts surrounding the grievance and to obtain information from all parties involved.			
	The Township Supervisor shall submit his/her written decision within seven (7) working days of the close of the investigation.			
	If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, within ten (10) calendar days of when the Step 2 answer was given or due, as the case may be, request arbitration in writing.			
Step 3:	The other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) working days of the request for arbitration, the party requesting arbitration shall within thirty (30) calendar days, file the demand for arbitration with the American Arbitration Association or Federal Mediation and Conciliation Service in accordance with their then applicable rules. The fees and expenses of the arbitrator, excepting the parties own expenses, shall be borne equally by the Union and the Employer.			

Section 3. General Principles.

- 1. A grievance may be withdrawn at any level.
- 2. Hearings and conferences shall be held under this procedure, at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- 3. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement unless such decision or adjustment is ratified by the mutual written consent of the Union and of the Employer and is not contrary to any law of this State. Failure by the employee and/or the Union at any step of this procedure to file or appeal a decision within specified time limits shall be deemed an acceptance of the decision and waiver of any further right to appeal under the provisions of this contract. Failure by the Employer at any step of this procedure to answer within specified time limits will result in the automatic advancement of the grievance to the next step when the time for the Employer's answer has expired.
- 4. The grievance procedure shall not be available to consider the discipline, or discharge, or layoff of a probationary employee.

ARTICLE VIII GENERAL

<u>Section 1</u>. The Employer agrees that it will allow the proper accredited representatives of the Union access to Employer facilities, excluding offices of non-bargaining unit personnel, at any time, for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other non-confidential records of the Employer pertaining to a specific grievance.

ARTICLE IX STEWARDS

The Employer recognizes the right of the Union to designate job stewards or alternates from the Employer's seniority list. The authority of the job stewards or alternates so designated by the Local Union shall be limited to, and shall not exceed the following duties and activities.

- 1. The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;
- 2. The transmission of such messages, and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information;
 - a) have been reduced to writing; or,
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Stewards and alternates shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time, or pay during their regular working hours. Such time spent in handling grievances during the steward's and alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

ARTICLE X ABSENCE

<u>Section 1</u>. All leaves of absence for employees covered hereby shall be by written request and approved by the Department Head and the Township Supervisor.

Section 1 (a). Leaves of absence of 30 days or more must be approved by the Township Board.

<u>Section 2</u>. Military leave shall be accorded to employees in accordance with the applicable law.

A copy of the applicable law shall be provided at the employee's request.

<u>Section 3</u>. Employees shall be granted four (4) working days annually for personal business. They will be credited on January 1st of each year. New employees will receive personal days on a pro-rated basis, based on their date of hire. Under normal circumstances, personal days shall be granted with twenty-four hours notice, no explanation is necessary.

All absences must be charged to accrued compensatory time, accrued vacation time or sick leave, which ever is appropriate. When no accrued time is available, unpaid leave may be approved in accordance with the leave of absence section.

Absences due to inclement weather or transportation problems will require the use of either compensatory time or vacation time or treated as unpaid leave. If the office is officially closed, employees will be entitled to eight (8) hours straight time pay. In those times where an employee arrives for work and finds that there has been an announced closure and the employee stays for work, the employee will receive an additional one-half ($\frac{1}{2}$) times the regular hourly rate for those hours worked.

ARTICLE XI FUNERAL LEAVE

Section 1. An employee shall be granted up to three (3) days off with pay from notification of death until the work day after the funeral when a member of his/her immediate family dies. Immediate family includes husband, wife, son, daughter, father, mother, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents - in-law, step parents, step children, grandchildren or other by mutual agreement.

<u>Section 2</u>. In the event that more time is needed the employee will be allowed to use personal leave, vacation days, sick leave, or compensatory time.

ARTICLE XII SICK LEAVE

Section 1. Employees may utilize sick leave for absence due to their own illness or for a maximum of twelve (12) days a year of accumulated sick leave for illness of a family member of their household. Sick leave may also be used for physician and dentist appointments.

Section 2. Employees may accrue sick leave on the basis of one sick leave day per month of service, but not less than three (3) sick leave days at the commencement of employment and not to exceed fifteen (15) sick leave days the first year of employment, and a maximum of twelve (12) days per year thereafter.

Section 3. Sick leave accruing to an employees credit which is not used during the year in which it is earned may accumulate from year to year with a maximum of one hundred eighty (180) work days. When an employee has accumulated the maximum allowable number of days in their bank they shall be paid, on an annual basis, for twenty five percent (25%) of the unused portion of the twelve accrued days in excess of the maximum accrual.

Section 4. When an employee is not able to report to work due to illness or injury he/she shall notify his/her immediate supervisor as soon as possible. A physicians certificate or other satisfactory evidence of illness and recovery may be required for extended illnesses and/or if an employee evidences a pattern of using sick leave days immediately preceding or following weekends, holidays or in any other recurring pattern.

<u>Section 5.</u> Upon an employee's termination, the Employer agrees to pay fifty percent (50%) of his/her accumulated sick time. Probationary employees are ineligible.

ARTICLE XIII HOLIDAYS

Section 1. Employees covered hereby are entitled to compensation for each authorized holiday listed below:

HOLIDAYS		
New Years Day	Labor Day	
Martin Luther King Day	Veterans Day	
Presidents Birthday	Thanksgiving Day	
Good Friday	Day after Thanksgiving	
Memorial Day	Christmas Eve Day	
Independence Day	Christmas Day	
	s Eve Day	

The Monday after a Holiday when such Monday is recognized as a National Monday Holiday.

When a recognized Holiday falls on a Saturday or Sunday it shall be celebrated on the Friday prior to the Saturday and the Monday following the Sunday Holiday.

Employees must work the day before and the day after a holiday in order to qualify for Holiday pay, unless on scheduled vacation or off with a proven illness.

<u>Section 2</u>. In the event an employee is required to work on a holiday(s) he/she shall be paid double time his regular hourly rate.

ARTICLE XIV INSURANCE AND PENSION

<u>Section 1</u>. Hospital, medical and surgical insurance coverage and benefits shall be provided for employees by the Employer in accordance with Schedule "B" attached hereto.

<u>Section 1(a)</u>. Employees who have duplicate insurance coverage through their spouse may opt to have one-half of the premium payments for their current coverage placed in a tax free annuity, or cash payment, in lieu of hospitalization coverage.

<u>Section 2</u>. The Employer shall obtain for each employee, life insurance of Twenty-five Thousand Dollars (\$25,000.00) the premium of which is to be paid in full by the Employer. The insurance shall provide for double indemnity for accidental death whether occurring on or off duty.

<u>Section 3</u>. Insurance shall be continued during sick leave, and other approved leaves. During disabilities insurance shall be continued for a period of ninety (90) days from the date of disability.

Section 4. The Employer shall provide medical, dental and vision insurance in accordance with the attached Schedules.

<u>Section 5</u>. The Employer will provide employee pension contribution of fifteen percent (15%) of base wage to a maximum base wage of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) per employee, for a maximum contribution of Four Thousand Eight Hundred Seventy-Five Dollars (\$4,875.00) per year per employee

<u>Section 6</u>. The Employer shall pay the following percentage amounts of premium cost of providing health insurance coverage for retiree and spouse, provided the employee retires after reaching age 50 and after the signing of this Agreement.

Health insurance coverage shall be that as defined in Appendix B of the agreement as follows:

20 years of service = 75% The Employer shall contribute a dollar amount equal to 75% of the then-current insurance rate for 2-party coverage.

25 years of service = 100% The Employer shall contribute a dollar amount equal to 100% of the then-current insurance rate for 2-party coverage.

The surviving spouse of a deceased retiree may participate in the Employer's group health insurance provided the employee retired after the signing of this Agreement, and provided the spouse pays 100% of the single-person coverage to the Employer each month on or before the premium due date. This coverage shall only remain available so long as the Employer's group insurance carrier provides for such participation.

At any time that the retiree and/or spouse is eligible for Medicare, the liability of the Employer shall be limited to providing the Medicare filler at the same premium percentage amounts that were provided prior to employee and/or spouse becoming eligible for Medicare. The Medicare filler shall be defined as the amount of coverage necessary to fill the difference between Medicare coverage and the level of coverage described in Appendix B of this agreement.

<u>Section 7</u>. Any employee hired by the Employer after January 1, 2000, will be subject to a vesting schedule as follows:

After	one (1)	year of service	-0-
After	two (2)	years of service	-0-
After	three (3)	years of service	50%
After	four (4)	years of service	100%

ARTICLE XV WORK DAY AND WORK WEEK

Section 1. All employees shall be paid on the basis of and shall work a five day forty hour week, Monday through Friday from 8:00 AM to 5:00 PM, with one hour lunch break, except outside West Side Water Personnel whose hours shall be 8:00 AM to 4:30 PM with a one-half ($\frac{1}{2}$) hour lunch break.

Section 2. Time and one-half shall be paid for all overtime in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be computed daily and tallied at the end of the work week. Employees may elect to take compensatory time off in lieu of pay subject to the prior authorization by the Department Head. Compensatory time off shall accumulate to no more than twenty-four (24) hours within a twelve (12) month period and shall be allowed at time and one-half $(1\frac{1}{2})$.

Section 3. Flexible starting time, lunch times and/or quitting times may be arranged between the employee and the Supervisor or Department Head at the

direction of the Supervisor or Department Head as long as the employee works forty (40) hours per week.

<u>Section 4</u>. Employees assigned to week-end on call shall receive a minimum of four (4) hours pay at their regular hourly rate on Saturday and a minimum of four (4) hours pay at their regular hourly rate on Sunday. Employees assigned to week-end call shall receive one (1) hour pay at their regular hourly rate on Friday night.

In the event they are called in to work they will be guaranteed two (2) hours minimum or the actual time involved at one and one-half times their regular hourly rate of pay, Monday through Saturday and/or Sunday.

West Side Water Department employees who are called in to work on Sunday shall receive double time for all hours worked. If an employee is unable to complete their regular scheduled workday following an overtime assignment he/she will be required to use personal leave time first.

<u>Section 5</u>. Employees assigned to holiday on call shall receive four (4) hours of double time pay. If they are called in to work they shall receive two (2) hours minimum or actual time involved at double their regular hourly rate of pay.

The employee who is on call (1 or 2 persons if needed) shall work 8 a.m. to 5 p.m. with a one hour lunch. (If the first person is sick then the other will fill in the other $\frac{1}{2}$ hour which is to be paid at regular time).

ARTICLE XVI JURY DUTY / WITNESS SERVICE

Section 1. During the period when an employee is performing jury duty service or is required to serve as a witness in conjunction with their official duties as a result of being served with a subpoena, the Employer will pay him/her the difference if any, between his/her fees for jury service or witness service and the pay he/she would have received had he/she worked his/her scheduled shifts during his/her period of jury duty or witness service. An employee must give the Township Supervisor or designee, prompt

notice of his/her call for service and thereafter provide evidence of his/her performance of jury duty or witness service and the receipt of any fees.

Section 2. An employee called for jury duty who is not selected, or who serves less than a full day shall report to work for the balance of the day.

ARTICLE XVII LONGEVITY PAY

Section 1. Employees shall be entitled to longevity pay based upon years of service at the following rate:

	LON	GEVITY PAY
2%	after	5 years of service
4%	after	10 years of service
6%	after	15 years of service
8%	after	20 years of service
10%	after	25 years of service

- A. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service.
- B. Employees who become eligible to receive longevity pay shall receive such longevity increment on the first pay period following the next anniversary date on which the employee became eligible and on the first pay period next following the anniversary date of each year thereafter.
- C. Longevity shall be paid on the base wage rate of Thirty Thousand Dollars (\$30,000.00).
- D. Employees must choose the option of having longevity added to and payable with normal hourly rate with biweekly checks or in a lump sum, payable on December 1st. Employees shall make their choice which shall last for the length of the Agreement.

ARTICLE XVIII VACATIONS

<u>v</u>	ACATION	<u>S</u>
5 days	after	1 year
10 days	after	2 years
11 days	after	3 years
12 days	after	4 years
13 days	after	5 years
14 days	after	6 years
15 days	after	7 years
16 days	after	8 years
17 days	after	9 years
18 days	after	10 years
19 days	after	11 years
20 days	after	12 years

Section 1. The vacation schedule shall be as follows:

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Section 2. Vacations may start on any weekday subject to prior scheduling in accordance with rules and regulations established by the Township Board.

Section 3. Vacations may be taken one week or more at a time subject to prior approval of the Department Head.

Section 4. Vacation pay shall be computed at the regular rate of pay based upon forty (40) hour week.

Section 5. Unused vacation time shall be paid at termination.

<u>Section 6</u>. Any eligible employee shall have the option to carry over up to a maximum of forty (40) hours of vacation from anniversary date to anniversary date or at the end of the employee's anniversary year sell back up to a maximum of forty (40) hours of vacation time to the Employer at the employee's straight time hourly rate.

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ARTICLE XIX SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local Union and the Township Supervisor, upon request of either party. Such meeting shall be between one (1) or more representatives of the Employer and one (1) or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those on the agenda, unless both parties agree to include other items.

ARTICLE XX SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid under existing or future legislation, state or federal and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction, and no appeal has been taken within the time provided therefore, such provision shall be void and inoperative. All other provisions of this Agreement shall insofar as possible, continue in full force and effect. In the event any provision of this Agreement shall be determined to be illegal as provided in this section, negotiations with respect to the provision may commence within thirty (30) days from the determination.

ARTICLE XXI MISCELLANEOUS

Section 1. Bulletin Boards. The Employer will provide a bulletin board which may be used for Union notices. The Union shall have the right to post notices of Union Meetings, Union Elections and results and social functions in connection with the Union, relative to the employees covered by this Agreement.

Section 2. Rest Breaks. Each employee shall be allowed a fifteen (15) minute rest period before lunch and a fifteen (15) minute rest period after lunch. Any employee required to work more than two (2) hours overtime shall be entitled to a third, fifteen (15) minute rest break. The break schedule shall be established and may be revised by the Employer.

Section 3. Uniforms. West Side Water Employees shall be furnished a clean uniform in accordance with existing practices.

Section 3(a). Building Inspector. The Employer shall provide both winter and summer jackets with proper identifying markings.

Section 4. The Union recognizes that strikes or work stoppage are contrary to law and public policy. The Township Board and the Union subscribe to the principle that differences shall be resolved by appropriate peaceful means in keeping with the concept of public service, without interruption of service at normally prevailing levels. Accordingly, the Union agrees that during the term of this Agreement, or if this Agreement shall expire and there shall be a controlling Agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Township Board by any employee or group of employees.

Section 5. The Employer agrees that there will be no lockouts.

<u>Section 6</u>. <u>Education Costs</u>. The immediate supervisor or Township Supervisor can approve or dictate a course of study that is job related. To qualify for education cost, the employee must have a 3.0 on a 4.0 grade scale and in a pass/no pass situation shall receive a passing grade, or any education costs incurred must be paid by the employee.

ARTICLE XXII

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DURATION AND TERMINATION OF AGREEMENT

<u>Section 1</u>. This Agreement shall be in full force and effect from JANUARY 1, 2000, to and including DECEMBER 31, 2002, and shall continue in full force and effect until terminated by either party upon seven (7) days written notice.

<u>Section 2</u>. The Union shall notify the office of the Township Supervisor of its desire to negotiate a successor agreement at least sixty (60) days before the termination of this Agreement, by personal service or first class mail.

ARTICLE XXIII BONDS

Should the Employer require any employee to give bond, any premium involved shall be paid by the Employer.

ARTICLE XXIV WORKER'S COMPENSATION

Section 1. An employee who becomes ill or is injured due to the performance of their duties for the Employer shall be entitled to a supplement of the difference between weekly take-home and worker's compensation, if he/she is disabled and unable to perform his/her work assignment and is placed upon worker's compensation.

<u>Section 2</u>. In the event of an on the job injury, the Employer shall pay the difference between Worker's Compensation and the employee's base salary for a period not to exceed one hundred eighty (180) days.

ARTICLE XXV LONG TERM DISABILITY

The Employer shall provide a Long Term Disability Plan that provides sixty-six and two-thirds percent (66²/₃%) of the first Seven Thousand Five Hundred Dollars

(\$7,500.00) of monthly earnings with a maximum monthly benefit of Five Thousand Dollars (\$5,000.00). There is a one hundred eighty (180) day waiting period with a maximum benefit period to age sixty-five (65).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above first written.

CHARTER TOWNSHIP OF LANSING:

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LOCAL UNION #580, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

Jan .

Janet K. Mulvarey

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SCHEDULE "A"

The wage schedule below reflects a 3% wage increase for the years effective January 1, 2000, January 1, 2001, and January 1, 2002.

		UNIT A		
Water Dept.	Years of Service	2000	2001	2002
Foreman;	Start	\$12.17	\$12.54	\$12.92
Building Inspector;	6 Months	\$12.76	\$13.14	\$13.54
	1 Year	\$13.43	\$13.83	\$14.25
Deputy Clerk and,	2 Years	\$14.13	\$14.56	\$14.99
Deputy Treasurer	3 Years	\$14.80	\$15.25	\$15.70
	4 Years	\$16.30	\$16.79	\$17.30

WAGE SCHEDULE

UNIT B					
Payroll Clerk;	Years of Service	2000	2001	2002	
Police Secretary;	Start	\$10.50	\$10.81	\$11.13	
Water Dept. Secretary;	6 Months	\$11.37	\$11.71	\$12.06	
Water Dept. Service Men;	1 Year	\$11.95	\$12.31	\$12.68	
and, All other	2 Years	\$12.56	\$12.93	\$13.32	
Secretaries and Clerks,	3 Years	\$13.14	\$13.54	\$13.94	
excluding the Secretary to the Supervisor.	4 Years	\$14.50	\$14.94	\$15.39	

The Employer may consider previous education in determining hire-in rates for new hires. The Employer may grant new hire-ins credit for previous experience in placing an employee on the salary schedule.

SCHEDULE "B"

DESCRIPTION OF INSURANCE PLANS

Physicians Health Plan Plus A.

Effective as soon as possible, the health insurance plan will be modified to the PHP, Option 3, which provides for the following co-payments:

> \$10.00 - Office Visit \$15.00 - Urgent Care \$25.00 - Emergency Room \$10.00 - Drug

Employer will pay seventy-five percent (75%) of the cost of syringes and test strips for diabetics.

Vision. Employer will pay fifty percent (50%) of the cost of lenses or contact lenses up to a maximum of One Hundred Twenty-Five Dollars (\$125.00) every two (2) years. In addition, the Employer will pay up to Forty Dollars (\$40.00) of the cost for frames every two (2) years.

Bills to be submitted to Clerk's office for payment.

United Health & Life Dental Insurance В.

Employer will pay twenty-five percent (25%) of reasonable and customary fees for crowns and inlays to make up for the difference in United Health & Life Insurance Coverage (50%) and present coverage (75%).

CHARTER TOWNSHIP OF LANSING:

Date Signed: ______ 2000

LOCAL UNION #580, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

Janet K. Mulvarey Date signed: 11-6-2000

SUPPLEMENTAL AGREEMENTS

The CHARTER TOWNSHIP OF LANSING, "Employer," and TEAMSTERS LOCAL #580, "Union," agree that the following will apply to the implementation of the 2000 through 2002 Collective Bargaining Agreement:

- The spouse of a deceased retiree who retired prior to the effective date of this 1. Agreement may participate in the Employer's group health insurance provided the surviving spouse pays 100% of the single-person coverage to the Employer each month on or before the premium due date and only so long as such coverage remains available through the Employer's group insurance carrier.
- Each member of the bargaining unit on the active payroll when the Employer 2. ratifies the master agreement will receive a one-time lump-sum payment in lieu of the "Me Too" clause in the amount of Seven Hundred Dollars (\$700.00).
- Any retroactive wage payment due a bargaining unit employee and/or the 3. \$700.00 lump-sum payment in lieu of the "Me Too" clause will be combined and paid in a separate check subject to standard withholding. Such payment will not be rolled into base pay and will be a one-time payment only. Payment will be made within thirty (30) days of the signing of the 2000-2002 Agreement.

CHARTER TOWNSHIP OF LANSING:

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LOCAL UNION #580, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

nike Pal Janet K. Mulvaney

LETTER OF UNDERSTANDING

In recognition of the Certification of Representative Order in MERC Case #R98 D-53, the Charter Township of Lansing and Teamsters Local #580 agree to the following:

The regular part-time Parks & Recreation and Building Maintenance Position is accreted to Unit B of the recognition clause of the collective bargaining agreement.

The following work hour and benefit schedule shall apply to that position:

Condition of Employment & Work Schedule:

- Pass a physical exam
- 32.5 hours per week at 6.5 hours per day
- 5 days per week
- 1 hour for lunch

Benefits:

- Sick days, personal days, funeral leave, holidays and vacation days will correspond with the rest of Unit B, except that a day equals 6.5 hours
- Medical, Dental and Vision Insurance will be paid for the employee only
- . Life Insurance: same as Unit B
- Disability: same as Unit B •
- Pension: same as Unit B .
- Wages: same as Unit B

CHARTER TOWNSHIP OF LANSING:

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LOCAL UNION #580, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

Janet K. Mulvaney

AGREEMENT

Charter Township of Lansing and Teamsters Local #580 agree to the following terms and conditions as they relate to Harold Roose and the Regular Part-time Parks & Recreation and Building Maintenance Position:

- Harold Roose shall have a seniority date of February 9, 1999 (Election certification date)
- · Harold Roose shall be credited with 5 days of paid vacation time to be used in 1999 at his discretion with supervisory approval. On February 9, 2000, Harold Roose will receive 5 days of paid vacation and will continue with the vacation schedule per the collective bargaining agreement.
- Harold Roose shall have coverage for himself and his spouse for Dental coverage and vision coverage equal to Schedule B of the Collective Bargaining Agreement.
- Harold Roose will have credit for three personal days for 1999.
- Effective March 28, 1999

CHARTER TOWNSHIP OF LANSING:

LOCAL UNION #580, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

Janet K. Mielvaney

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