

**AGREEMENT BETWEEN**

**THE CITY OF EAST LANSING, MICHIGAN**

**AND**

**THE EAST LANSING INDEPENDENT  
EMPLOYEES UNION**

**September 20, 2022-June 30, 2024**

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**AGREEMENT**

This Agreement is entered into on the 20<sup>th</sup> day of September, 2022, between the CITY OF EAST LANSING, MICHIGAN (hereinafter referred to as the "City") and the EAST LANSING INDEPENDENT EMPLOYEES' UNION (hereinafter referred to as the "Union").

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

**ARTICLE 1**  
**PURPOSE AND INTENT**

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

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

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

**ARTICLE 2**  
**EMPLOYER'S RIGHTS**

The City on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, and the East Lansing Code and any modifications made thereto except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the City shall be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are limited by this Agreement are reserved to and remain vested in the City, including, but, without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determinations of quantity and quality of services to be rendered;
- B. To introduce new equipment, methods, machinery or change or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;
- C. To determine the size of the work force and increase or decrease its size;
- D. To hire, assign, and permanently or temporarily lay off employees;
- E. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Public Works Department; however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining;
- F. To direct the work force, assign work and determine the number of employees assigned to operations;
- G. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications;
- H. To discipline and discharge employees for just cause;
- I. To adopt reasonable working rules not inconsistent with this Agreement provided, however, that the reasonableness of a work rule shall be subject to the grievance procedure; and
- J. To select employees for promotion or transfer.

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

### **ARTICLE 3** **RECOGNITION**

#### 3.1 The Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of

pay, wages, hours of employment and other conditions of employment for all employees of the City included in the bargaining unit which shall consist of all hourly-rated employees of the Public Service Division of the Department of Public Works and Environmental Services exclusive of clerical employees, meter technicians, supervisory and executive personnel.

### 3.2 Recognition

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

### 3.3 Aid to Other Unions

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

### 3.4 Part-Time and Temporary Employees

Temporary employees are employees hired on a temporary basis through an employment service hired to work six months or less during any one (1) calendar year.

A calendar year is defined as January 1 through December 31.

Temporary employees:

- A. May be hired at the discretion of the City to augment the work force. These employees will not perform specialized work, such as operating a backhoe, etc. without the proper training and/or certifications.
- B. May be assigned to a particular activity which requires the employee to be held over and to work longer than eight (8) hours in a day or forty (40) hours in a week and may, at the discretion of the City, work the required overtime.
- C. Are not eligible for overtime, call-in, or lengthy continuation assignments (1 hour or less) unless all available bargaining unit members are provided the opportunity first.



- D. Shall not be employed when bargaining unit employees are on layoff.
- E. Shall not be used for the purpose of avoiding the filling of a full-time bargaining unit position where such position is duly authorized and budgeted by the City, or for the purpose of avoiding a promotion.
- F. Shall be compensated by wages and statutorily required benefits only and such wages shall not exceed the beginning salary rate for the PSE position.
- G. Who replace a regular full-time employee on an approved leave of absence shall be considered a substitute employee and the provisions covering temporary employees shall not be applicable.
- H. Are not considered part of the bargaining unit.

The Director of Public Works or his or her designee will provide advance notice to the Union when it intends to employ temporary or part-time employees, in what Division it intends to employ them and for what duration. The temporary employees' work schedules will be shared on a weekly basis.

If, during the term of this contract, the City employs part-time employees other than as set forth in section 3.5, regardless of the number of hours worked per week, the City will, upon request, meet with the Union concerning the applicable wages, hours, and working conditions of these part-time employees.

### 3.5 Part-Time Employees

Regular part-time employees are employees hired for a duration of generally not less than six months and where work is scheduled for less than 40 hours per week. Regular part-time employees:

- A. May be hired at the discretion of the City to augment the work force in the Parks Division and assigned to the operations of the parks, downtown and/or sports and recreation facilities.
- B. Are not generally available for overtime or call in unless all qualified available full time bargaining unit members are provided the opportunity first.

- C. Shall not be employed when full time unit employees are on lay off status.
- D. Shall not be used for the purpose of avoiding the filling of a full time position where such position is duly authorized and budgeted by the City.
- E. Shall be compensated by wages, statutorily required benefits, defined contribution retirement, longevity and pro rated leave benefits for vacation, sick, holidays, personal, funeral, jury duty and witness service. Leave benefits shall accrue to a part-time employee based on the ratio of budgeted hours an employee is scheduled to work each week in relation to a forty hour work week. Part-time employees are not entitled to insurance benefits provided by the City, including health, life, dental, long term disability or other insurance coverage, unless otherwise required by Federal or State statute.
- F. Shall be included in the recognition clause of and included in the bargaining unit.
- G. Shall be paid on a pay scale equal to 100% of regular full time employees classified as a PSE.

### 3.6 Gender

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

### 3.7 Student Interns

- A. The City will provide student internships in cooperation with the Michigan State University's Landscape Architecture program.
- B. The student intern's work activities shall be limited to flower bed design, flower planting, and bed maintenance during the growing season.
- C. The students will work less than 40 hours per week, shall have a specific work schedule, and are not eligible for overtime.
- D. The student interns will not perform other traditional employee work of the Union.

### 3.8 Subcontracting

The City and Union agree that if the City has designs on subcontracting any bargaining unit work, other than work which has historically been performed by others, the parties will meet and bargain over such issues.

### 3.9 Code of Ethics

In compliance with the East Lansing City Code of Ethics (Article III, Chapter 2, Division 2), all full-time and part-time employees will complete an annual Disclosure of Interest Statement as distributed by the City of East Lansing.

### 3.10 Lead Workers and Acting Leads

Lead Workers will be assigned to division(s) as determined by management. The number of Lead Workers assigned is not subject to the grievance process.

Lead Workers will be promoted from within the bargaining unit. Lead Workers will be a working member of the division to which they are promoted to support. Lead Workers will be selected by management, and the selection process is not subject to the grievance process.

An Acting Lead is an employee covered by this agreement who is assigned as a Lead Worker for one full day or longer. This assignment requires the employee to assume the schedule and additional duties of a Lead Worker. The employee shall receive an additional 10% pay for the time worked while serving in this capacity. Acting Leads will be selected by management, and the selection process is not subject to the grievance process.

If a situation should arise and the City needs a Lead Worker in an overtime capacity for an emergency or special event, management has the right to contact eligible Lead Workers and designated Acting Leads before going to any overtime list. The Union may provide a Lead Worker Call Sheet to be utilized by the City in these situations.

Lead Workers are subject to all of the following conditions:

- A. Scheduled from 7:00 AM to 3:00 PM. This will provide the Lead Workers with 30 minutes before staff punch in at 7:30 AM to complete the paperwork from the previous day and prepare work orders for the current day. These scheduled hours may be altered by mutual agreement.
- B. Subject to the same break schedule as listed in Article 30, Working Hours and Overtime Compensation, Section 30.7, Rest Periods.
- C. Paid 8.5 hours of pay daily at their regular hourly rate. Acting Leads receive 8.5 hours of pay for each full day of service in this capacity.
- D. Compensated at the overtime rate if they are needed to work beyond the eight (8.5) hour shift
- E. Eligible to participate in the City's Cell Phone Policy.

- F. Placed on the on-call rotational schedule. Lead Workers shall receive one hundred seventy-five dollars (\$175.00) for each week so assigned. Additionally, Lead Workers will be eligible for overtime that results from being on-call, as specified in the department's On-Call Policy. Lead Workers will also continue to be eligible for equalized divisional overtime. On-call overtime and divisional overtime shall not be combined for the call-in event; only one type of overtime will be earned per event. Acting Leads receive this for each week of service in this capacity.
- G. On a six (6) month probationary period when they are first promoted and assigned to the Lead Worker position. During this time, the employee may elect to go back to a PSE position, returning to the same level of pay at which they left, with no loss in seniority. Likewise, if the Lead Worker does not successfully complete their probationary period, per evaluation of the Director or the Director's designee, they will be moved back to a PSE position.
- H. Eligible to return to a PSE position, in the case it becomes necessary to eliminate Lead Worker positions and perform layoffs. In such situations the employee would then be subject to the contractual language in Article 11, Layoff.

#### **ARTICLE 4** **UNION**

4.1 Employees covered by this Agreement may become members of the Union following the completion of the probationary period or pay to the Union each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement on or before the thirtieth (30th) day following such effective date.

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

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

**ARTICLE 5**  
**DUES CHECK-OFF**

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

To: \_\_\_\_\_

City of East Lansing

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

( ) An amount established by the Union.

or

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

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

By: \_\_\_\_\_  
Print Last Name First Name

\_\_\_\_\_  
Address (include Zip Code) Telephone

\_\_\_\_\_  
Department Classification

\_\_\_\_\_  
Signature Date

The City agrees to provide the Treasurer and President of the Union the names and addresses of all the employees for whom Union dues are being deducted.

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

## **ARTICLE 6** **UNION RIGHTS**

### 6.1 Work Rules

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

## 6.2 Stewards

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

## 6.3 Divisions

The Divisions of the Department of Public Works shall be Streets, Sanitation, Parks, Mechanics, Sewers and Water. The City agrees to meet with the Union and discuss any proposed changes or reorganizations of Divisions prior to implementing such changes.

## 6.4 Investigation of Grievances

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

## 6.5 Union Bargaining Committee

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

## 6.6 Bargaining Sessions

Employees on the Bargaining Committee who are scheduled for work at the same time a bargaining session has been agreed on by the negotiating parties will be released

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

In the event that bargaining is not held at the Public Works building, Bargaining Committee employees will be granted one hour release time before and after the bargaining session, however, the parties agree that every attempt shall be made to schedule and hold the sessions at the Public Works building.

#### 6.7 Union Bulletin Boards

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

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

#### 6.8 Release Time for Union Business

The City agrees to grant a total of eighty (80) hours of paid release time per contract year for the purposes of attending to Union business for such bargaining unit employees as



the Union President may designate. Excluded from this eighty (80) hours per year of release time shall be time spent in negotiations.

Appropriate Union leave forms approved by supervision must be submitted to Director of Public Works or higher designee in order to be eligible for Union leave time.

#### 6.9 Use of Facilities

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

#### 6.10 Workplace Searches; Notice to Union

In the event that the City conducts a search of employee work areas, the City agrees to provide concurrent notice to a Union Officer/Steward. The lack of immediate availability of a Union representative shall not be grounds for delaying a search. This requirement of notice shall not apply to any official law enforcement search or investigation conducted by the East Lansing Police Department or other law enforcement agency.

### **ARTICLE 7** **GRIEVANCE PROCEDURE**

#### 7.1 Statement of Purpose

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

## 7.2 Time Limits

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

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

## 7.3 Definition of a Grievance

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

## 7.4 Representation

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

## 7.5 Grievance Process

Step 1. Whenever a grievance arises, it shall first be discussed with the appropriate Supervisor who shall make an attempt to resolve it in accordance with this contract. If the grievance is not resolved in this manner, the aggrieved employee or the Union shall present the grievance in writing to the Public Services Administrator. The grievance must be so presented within five (5) work days after occurrence of the circumstances giving rise to the grievance or five (5) work days from when the grievant should reasonably have known of the occurrence, not including the day of the occurrence.

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

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or the Union shall present the grievance in writing to the Director of Public Works with a copy to the Deputy City Manager within ten (10) work days after the answer from the Public Service Administrator. The Director of Public Works shall conduct a meeting with the grievant and Union prior to answering the grievance.

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

Step 3 Mediation. In the event the decision of the City is unsuccessful in facilitating a settlement of the dispute(s), the parties agree to proceed to mediation by contacting the Michigan Employment Relations Commission and requesting that a state mediator be

assigned to assist them in settlement of the dispute. It is agreed that the mediation session(s) will be treated confidentially and minutes of meetings would not be available for use in any subsequent grievance arbitration. In the event mediation is unsuccessful in facilitating a settlement of the dispute(s), the Union shall notify the City of its intent to arbitrate the grievance. This step will terminate one (1) day prior to the termination of the Collective Bargaining Agreement.

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

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

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

#### 7.6 Election of Remedies

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

### **ARTICLE 8** **SPECIAL CONFERENCES**

#### 8.1 Special Conferences

Special Conferences for important matters will be arranged between the Union and the City at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Union. Arrangements for such Special Conferences

shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included on the agenda, unless both parties agree to include other items.

## 8.2 Meetings

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

## **ARTICLE 9 DISCIPLINE PROCEDURE**

### 9.1 General Requirement

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

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

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

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

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

General Requirement No. 2. Unexcused absences are prohibited.

General Requirement No. 3. Excessive absenteeism is prohibited.

General Requirement No. 4. Insubordination is prohibited.

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

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

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

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

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

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

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

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

\* \* \*

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

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

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

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

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

**General Requirement No. 2.** Unexcused absences are prohibited.

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

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

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

**General Requirement No. 3.** Excessive absenteeism is prohibited.

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



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

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

**General Requirement No. 4.** Insubordination is prohibited.

Guideline 4.1 Refusal to do work as assigned.

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

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

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

Guideline 5.1\* Use or possession of alcohol or drugs while on City time or being impaired from properly performing one's job due to the use of drugs or alcohol. \*Group "B" offense, starting at third offense (3 days/10 points) for first offense.

Effective January 1, 2000, use or possession of drugs while on City time or being impaired from properly performing one's job due to the use of drugs shall be a Group "B" offense, starting at fourth offense (10 days/15 points) for first offense. The points will be removed in accord with General Guideline B, however, a second offense during an employee's career with the City shall be termination.

Use or possession of alcohol while on City time or being impaired from properly performing one's job due to the use of alcohol shall constitute a Group "B" offense, starting at third offense (3 days/10 points) for first offense and the Group "B" offenses listed within this Article shall be followed for subsequent offenses.

The Union reserves the right to challenge the discipline, including discharge through the contractual grievance procedure.

Note: Members of the Union who have prior discipline for drug use are grand fathered in and the new provisions addressed above shall be applied hereafter.

Guideline 5.2 Sale of narcotics on City premises.

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

Guideline 6.1 Unauthorized use of minor City equipment or property.

Guideline 6.2 Theft of City property valued at less than One Hundred Dollars (\$100).

Guideline 6.3 Unauthorized use of major City equipment.

Guideline 6.4 Theft of City property valued at One Hundred Dollars (\$100) or more.

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

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

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

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

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

Guideline 6.10 Failure to observe traffic regulations on departmental property.

Guideline 6.11 Failure to eliminate unnecessary idling of department vehicles.

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

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

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

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

Guideline 8.1 Sleeping on the job during work hours.

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

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

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

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

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

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

Guideline 9.2 Knowingly clocking in another employee or being clocked in by another employee, for any reason, without written approval from a supervisor.

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

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

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

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

Guideline 10.3 Interfering with a supervisor and/or employee.

\*\*The normal discipline will be a Group A offense, but depending on the facts and circumstances, may be deemed a Group B offense.

Guideline 10.4 Threatening physical harm, fighting and/or striking a supervisor and/or employee. (May immediately suspend, either paid or unpaid, and conduct a formal investigation to determine the degree of disciplinary action).

Guideline 10.5 Threatening, intimidating, coercing a staff member or member of the public. (May immediately suspend, either paid or unpaid, and conduct a formal investigation to determine the degree of disciplinary action.)

Guideline 10.6 Carrying or having on City property unauthorized weapons.

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

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

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

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

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

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

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

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

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

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

9.2 Levels of Discipline

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

1.1		3.1			6.11		8.2			11.6
							8.3			

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

Time	Discipline	Points
First Offense	Counseling	0.5
Second Offense	Verbal	1.0
Third Offense	Written	3.0
Fourth Offense	One Day	5.0

Time	Discipline	Points
Fifth Offense	Three Days	10.0
Sixth Offense	Ten Days	15.0
Seventh Offense	Discharge	—

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

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

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

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

<b>Time</b>	<b>Discipline</b>	<b>Points</b>
First Offense	Verbal	1.0
Second Offense	Written	3.0
Third Offense	One Day	5.0
Fourth Offense	Three Days	10.0
Fifth Offense	Ten Days	15.0
Sixth Offense	Discharge	---

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

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

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

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

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

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

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

					6.3			9.1		11.5
								9.3		

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

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

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

The following guidelines are considered group "D" offenses:

				5.2	6.4					
					6.9					

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

Time	Discipline	Points
First Offense	Discharge	---

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

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

The City and the Union have entered into a letter of understanding, attached hereto and made a part of this collective bargaining agreement reflecting the City's commitment to comply with the Administrative Regulations Governing Drug and Alcohol Use and Abuse as required by the Federal Government.

When it appears probable that the employee's unacceptable behavior is caused by psychological or emotional problems which will not be resolved by the disciplinary procedures set forth in this section, the department shall endeavor, with the cooperation of the City, the Union and appropriate agencies, to assist the employee in resolving the problems which have given rise to the unacceptable behavior.

Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by any employee, supervisor or any other City officer or department or division head in the employee's personnel file which relates to, is or may be made the basis for disciplinary action up to and including discharge of such employee by the City.

Employees with seniority shall be disciplined only for just cause.

Notification shall be given the Union prior to any disciplinary action taken against an employee with copies of all disciplinary actions being provided to the Union. The Union shall have the right to be present and, if requested by the employee, to represent the employee at each and all levels of disciplinary proceedings.

The City will call to the attention of an employee or a union officer that an employee is facing potential disciplinary action within five (5) business days of the City being aware of the circumstances giving rise to the potential discipline.



### 9.3 Union Representation

- A. At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee will be advised of the purpose of the meeting, and the employee may and is encouraged to request the presence of a Union representative. The City, if requested by the employee, shall allow sufficient time for the employee to arrange to have a Union representative.
- B. The Union will be notified when disciplinary action is contemplated against an employee in the bargaining unit. The employee is entitled to a pre-interview or conference with his Union representative.
- C. The employee and the Union representative have the right to be informed prior to the investigatory interview of the subject matter of the interview.

### 9.4 Presentation of Complaint

Should a discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a complaint shall be presented to the City following procedures outlined in Article 7, Grievance Procedure, Section 7.5, Grievance Process.

### 9.5 Administration of Disciplinary Action

In the event an employee is assessed time off without pay as a disciplinary measure, the suspension will be placed into effect as soon as reasonably possible after the final decision to impose the discipline, consistent with the demands for furnishing City services, and provided that in the event the discipline involves a suspension of more than one (1) day without pay, all days must be assessed consecutively.

### 9.6 Complaints

Any official complaint, except law enforcement investigations, about an employee's performance, shall be called to the employee's attention within three (3) working days that the employee is working after receipt of the complaint. In the event that the complaint may

be founded, then the employee shall receive a copy of the written complaint and shall be given an opportunity to respond to it before disciplinary action is taken.

#### 9.7 Nondiscrimination

The City shall apply the provisions of this Agreement without regard to race, creed, color, religion, sexual preference, national origin, age, sex, marital status, physical characteristics or place of residence. The City shall not impose any standards, requirements, policies, procedures, rules or regulations, working conditions or conditions of employment on any bargaining unit member which is not applied to all other City employees. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the City unless such private or personal life interferes with or prohibits the bargaining unit member's performance of her/his assigned duties and responsibilities.

#### 9.8 Employee Rights

- A. At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of a Union representative. The City will, if requested by the employee, allow sufficient time for the employee to arrange to have Union representation.
- B. An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview. If the interview is the direct result of an official complaint received by the City about an employee's performance on the job, within three (3) working days of receipt of the complaint, the employee shall receive a copy of the complaint and shall be given an opportunity to respond to it before disciplinary action is taken.
- C. An employee is entitled to a pre-interview conference with his or her Union representative.
- D. The parties agree that any individual employee at any time may present grievances to the City and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this

Collective Bargaining Agreement now in effect, providing that the Union has been given the opportunity to be present at such adjustment.

9.9 Disciplinary Actions by Guideline

GROUP "AA"	GROUP "A"	GROUP "B"	GROUP "C"	GROUP "D"
1.1	1.2			
	2.1 2.3	2.2		
3.1				
	4.3	4.1 4.2		
		5.1		5.2
6.11	6.1 6.5 6.6 6.10	6.2 6.7 6.8	6.3	6.4 6.9
	7.1			
		8.1 8.4 8.5		
		9.2	9.1 9.3	
	10.1 10.3**	10.2 10.5* 10.6*		
11.6	11.1 11.2 11.8	11.3 11.4 11.7	11.5	

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

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

Guideline 10.4 and 10.5 may result in immediate suspension, either paid or unpaid, and a formal investigation to determine the degree of disciplinary action. General

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

Effective January 1, 2000, use or possession of drugs while on City time or being impaired from properly performing one's job due to the use of drugs shall be a Group "B" offense, starting at fourth offense (10 days/15 points) for first offense. The points will be removed in accord with General Guideline B, however, a second offense during an employee's career with the City shall be termination.

The City agrees that the Union President and Office of General Counsel of the Union shall receive a copy of the specimen collection procedures utilized by the testing agency; the protocols utilized by the testing agency; all findings by the laboratory; the laboratory used by the City; the alternate laboratory used by the City in the event a second urine specimen is to tested all as set forth in the parties' Letter of Understanding as part of the Master Agreement.

## **ARTICLE 10**

### **SENIORITY**

#### 10.1 Definition of Regular Employee

The term "regular employee" means any employee who has been regularly appointed after serving a probationary period of one hundred twenty (120) days actually worked from the employee's initial date of hire as an employee (a day worked means the employee's regularly scheduled work day). When the employee completes the probationary period, he shall be entered on the seniority list of the unit and his seniority shall be computed on the basis of his initial date of hire. There shall be no seniority among

probationary employees. Probationary employees will not be used for scheduled overtime or call-in outside of their Division unless bargaining unit seniority employees are not available.

#### 10.2 Representation of Probationary Employees

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

#### 10.3 Seniority and Ability to Perform the Work

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

#### 10.4 Performance Review

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

- A. For merit review;
- B. To ascertain and evaluate the employee's ability to perform the work.

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

## 10.5 Seniority Provisions

Provisions pertaining to seniority under this Agreement are as follows:

- A. Seniority. Seniority shall be computed as of the employee's last date of hire in the bargaining unit as a regular employee.
- B. The seniority list will show the name and classification and last date of hire in the bargaining unit, of all employees of the unit entitled to seniority.
- C. The City will keep the seniority list up-to-date and will provide the Union President with ongoing access to an up-to-date electronic copy.

## 10.6 Loss of Seniority

An employee shall lose his seniority for the following reasons:

- A. He quits.
- B. He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the City; in proper cases, exceptions shall be made. After such absence, the City will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedures; in proper cases, exceptions shall be made.
- E. Return from sick leave and leaves of absence will be treated as (c) above.
- F. He retires.

## 10.7 Seniority Confirmation

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

## 10.8 Maintenance of Seniority

Unit members who quit the City or are transferred outside the bargaining unit shall have their previously accrued seniority in the unit frozen while outside the unit. When openings occur within the bargaining unit, these former employees shall have return

rights in the unit, however, upon return, the previously accrued seniority will not be attached until the former unit employee has been employed within the bargaining unit for three (3) years from the date of his/her return.

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

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

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

## **ARTICLE 11** **LAYOFF**

### 11.1 Definition

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

### 11.2 Layoff Procedure

If it becomes necessary for a layoff, the following procedure will be used. Temporary, non-unit part-time employees, unit part-time employees, and probationary employees will be laid off first. Full-time employees will be laid off according to seniority

and ability to perform the work. If an employee feels he has been laid off without proper regard to seniority and ability to perform the work, he may file a grievance.

#### 11.3 Notice of Layoff

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

#### 11.4 Seniority of Stewards

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

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

### **ARTICLE 12 RECALL PROCEDURE**

#### 12.1 Recall

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

#### 12.2 Notice

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

#### 12.3 Failure to Report

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



## **ARTICLE 13** **TRANSFERS**

### 13.1 Notice of Opportunity

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

### 13.2 Application of Seniority

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

### 13.3 Temporary Transfer/Assignment

The City agrees that in the event a Division is in need of an additional employee(s) for a limited period of time, generally less than six (6) months, the temporary transfer/assignment shall be accomplished as follows:

- A. The City shall determine the Division and/or Divisions that will be used to supply the needed person power.
- B. Employees who are on a voluntary list from that Division or Divisions shall be assigned to the Division which is in need of temporary assistance.

- C. In the event there are not enough capable volunteers, the City shall assign the least senior employee capable of performing the work in question from the surplus Division unless there exists a specialized need at which time the City may choose the least senior employee with the appropriate skill level from any Division.

## **ARTICLE 14** **JOB POSTING**

### 14.1 Posting

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

### 14.2 Filling of the Job

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

### 14.3 Selection

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

#### 14.4 Notice to the Union

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

### **ARTICLE 15** **MILITARY LEAVE**

#### 15.1 Extended Leave

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

#### 15.2 Short Tours of Duty

Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Requests for military reserve leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of the training period.

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

#### 15.3 Holidays Occurring During Temporary Military Leave

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

#### 15.4 Additional Service Leave

In addition to the leave of absence provisions listed in Section 15.2 above, the City shall allow an additional 12 days of leave per year for any employee of the armed forces reserves that is ordered to report for additional training, drills, or service outside of the annual reserve training program.

If the employee has not exhausted his/her two weeks of time that is used to make up the difference between military pay and the employee's regular pay for annual training, the employee may use that time for additional training. If the employee has exhausted that time, the employee shall have the option of taking any part of the additional 12 days as unpaid leave or vacation leave.

Requests for the additional 12 days military leave must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates.

**ARTICLE 16**  
**LEAVES OF ABSENCE**

16.1 Without Pay

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

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

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

When an employee has been on sick leave in excess of forty-five (45) work days, his job may be permanently filled by the City. This period will be extended to ninety (90) days effective July 1, 2000. Upon return of such employee and after proper clearance through the medical department, the City shall place said employee on a comparable job for which he/she is qualified, in the same or another occupational classification provided there is an opening. If no opening exists, the employee will be reclassified to a lower grade in his/her occupational classification where his/her ability, production, dependability and seniority will permit. If there is no requisition on file, the City shall offer said employee the best available job for which he/she is qualified in any other occupational classification and for which there is a requisition on file.

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

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

#### 16.2 Other Leaves of Absence Without Pay

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

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

#### 16.3 Benefits

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

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

#### 16.4 Family and Medical Leave Act of 1993 (FMLA)

The City shall provide leave to eligible employees under the Family Medical Leave Act, "FMLA," in accordance with applicable law.

To request a FMLA leave, an employee must notify the Human Resources Administrator, or designee. If the need for FMLA leave is foreseeable, the employee must request the leave at least thirty (30) days in advance of the first day of the leave. If the need for FMLA leave is not foreseeable, the employee shall provide notice as soon as possible and practical, generally no later than the next business day. Failure to request an FMLA leave in accordance with this Section may result in denial of the FMLA leave.

Upon receipt of a request for FMLA leave, the City shall process the request in accordance with applicable law.

Employees who are approved for an FMLA leave shall be required to use all paid leave remaining in their leave bank concurrent with the FMLA leave. The only exception to this accrued leave usage requirement is FMLA related to birth of a child. The employee would have the option in this situation, to either use all accumulated leave benefits which would count towards the total 12 weeks of family leave that they are entitled to, or the employee may request that the 12 weeks be taken as unpaid FMLA leave.

Employees hired prior to 7/1/2022 may use their accrued sick leave banks prior to the start of the use of the 12-week approved FMLA leave.

#### 16.5 Leave Time Donation

The Union may make a request to the City Manager that employees be allowed to donate leave time to an identified employee in need. The City Manager, or their designee, will deny or approve the request and supply donation parameters. This section is not subject to the Grievance and Arbitration provisions of the Agreement.

### **ARTICLE 17** **SICK LEAVE**

#### 17.1 Policy

Sick leave shall not be considered a privilege which an employee may use at his or her discretion but shall be allowed only in cases of necessity and actual sickness or disability of an employee or as otherwise allowed in Article 17, Section 5(a), Article 18 and Article 21.

#### 17.2 Procedure

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor or the Director of Public Works prior to or at the time set for the beginning of his daily schedule. In proper cases exceptions may be made. When absence is for more than one (1) week, the employee shall be required to file a physician's certificate unless the Employer has personal knowledge of the employee's sickness or disability. When absence occurs on the day before or the day after a holiday, the employee may be required to present proof of illness or disability in the form of a physician's letter or other means of acceptable proof of illness. A report form for sick leave, furnished by the City, must be filled out immediately upon the employee's return to work. An employee who calls in sick for work without sufficient sick leave hours to cover the absent work day



(typically 8 hours) will be subject to discipline under General Requirement No. 2 - Guideline 2.1. Any unpaid leave time will be covered by vacation or personal leave.

### 17.3 Eligibility

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

### 17.4 Computation of Benefits

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

### 17.5 Division of Sick Leave Benefits

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

- A. Regular Sick Leave Benefits. Four (4) hours of the eight (8) sick leave hours credited to an employee for each completed month of service shall be considered regular sick leave. Regular sick leave may be used for an absence due to illness or disability of the employee, in cases of illness of the employee's spouse and/or children (including stepchildren), or for doctor or dentist visits.
- B. Extended Sick Leave Benefits. Four (4) hours of the eight (8) sick leave hours credited an employee for each completed month of service shall be considered extended sick leave. Extended sick leave may only be used for

an extended sick leave absence of eighty-one (81) work hours or longer due to illness or disability of the employee, in cases of illness of the employee's spouse and/or children (including stepchildren) or to run concurrently with FMLA leave time, and while the person is receiving continuous medical care, at which time the employee's short term bank will be reccredited from the employee's long term bank. Extended sick leave used for a spouse or a child will only be permitted with City approval. An employee may request the Director or the Public Service Administrator allow the employee to use extended sick leave for this purpose. The Director or Public Service Administrator may act in their sole discretion to allow such use, and this decision is not subject to the grievance procedure.

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

#### 17.6 Proration

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

#### 17.7 Maximum Accumulation

Any unused portion of the earned regular sick leave or earned extended sick leave is accumulative. This accumulation may be carried over from year to year (unlimited accumulation). Once each year during the first payroll period in July, an employee may transfer any earned regular sick leave credits over eighty (80) hours into his extended sick leave credit account. Each July 1, an employee may also transfer up to twenty eight (28) hours over per year from extended sick leave credit to regular credit account if the

employee has two hundred (200) or more hours in his/her extended sick leave credit account. This request shall be in writing to the Director.

#### 17.8 Payment

Payment of one hundred (100%) percent of an employee's accumulated regular sick leave up to a maximum payment of fifteen (15) days (one hundred twenty [120] hours) and fifty (50%) percent of long-term sick leave to one hundred fifty (150) days (one thousand two hundred [1,200] hours of which half is six hundred [600] hours). Long-term sick leave is one hundred fifty (150) days (one thousand two hundred [1,200] hours) at one hundred (100%) percent if death occurs in the line of duty.

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

### **ARTICLE 18** **WORKER'S COMPENSATION**

#### 18.1 Reporting

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

18.2 Full Pay for 60 Calendar Days

The City, in accordance with state law, provides worker's compensation if an employee is injured in the course of employment. An employee who receives compensation under the worker's compensation insurance as provided by the City shall, for sixty (60) calendar days receive only that portion of their regular salary which, together with such compensation, equals his or her regular salary.

18.3 Extensions

An employee may apply to the City Manager through his or her department head for an extension of the initial sixty (60) calendar day period during which the City is supplementing worker's compensation payments. The City Manager shall make a final and binding decision as to whether or not the above sixty (60) calendar day period shall be extended, and if so the appropriate duration of such extension. Approval for such extensions shall be within the sole discretion of the City Manager and these decisions are not subject to the grievance process.

18.4 Use of Leave Time

After the first sixty (60) calendar days of compensation and any extensions the amount of compensation provided by the City shall be deducted from the employee's accumulated leave. When the amount of the employee's accumulated leave has been depleted, the City will no longer pay the difference between worker's compensation and the employee's salary. An eligible employee will continue to accrue and receive benefits while receiving full compensation. When this period has elapsed, he or she shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this Article.

An employee on worker's compensation, who utilizes leave benefits and is eligible for and receives long-term disability payments, will have their leave benefits reduced so that the employee's total compensation under worker's compensation is no more than one hundred (100%) percent of the employee's normal regular net income.

#### 18.5 City Supplemental Payments

City supplemental payments with Worker's Compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours any injury sustained by employee injured, it may be deemed that such injury resulted from their own negligence. All cases where negligence on the part of the employee injured is determined by the department head or City Manager may be grieved by such an employee through the grievance process, up to but not including arbitration, and that decision shall be final.

#### 18.6 Health Insurance

An employee who is receiving Worker's Compensation under the City's policy and the provisions of this Article shall continue to be covered by the City's group health plan with payments made by the City at the same level of benefit the employee was at prior to the injury and as provided other full-time bargaining unit employees. It is the employee's responsibility to coordinate and pay their portion of the premium cost directly to the City, when payroll deduction is not feasible. Failure to remit full payment could lead to a loss of benefits.

#### 18.7 Assignment to Other City Departments

Employees on worker's compensation, with physician approved limited duty, may be assigned to other departments in the City during his/her limited duty status, however,

notwithstanding this Section, no member of this bargaining unit will be assigned to perform unit work of another bargaining unit within the City where the other bargaining unit's agreement with the City may prohibit same.

## **ARTICLE 19** **VACATION LEAVE**

### 19.1 Procedure

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

Employees shall be allowed to use vacation leave to supplement sick time provided the employee conforms to the provisions of this Article, Article 17 and department rules. Vacation time may only be used to supplement sick leave for pre-planned medical appointments or procedures or while under a FMLA leave of absence. The City agrees to give priority to scheduling to employees who are ill.

### 19.2 Eligibility

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

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

19.3 Computation of Benefits

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

After the completion of one (1) year or more of service to the City, the employee shall be permitted thirteen (13) days of vacation leave. After the completion of five (5) years or more of service with the City, the employee shall be permitted fifteen (15) days of vacation leave; after ten (10) years or more of service to the City, eighteen (18) days of vacation leave; after fifteen (15) years or more of service to the City, twenty-three (23) days of vacation leave; and after twenty (20) years or more of service to the City, twenty-four (24) days of vacation leave.

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

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

Vacation leave shall be computed from the first full working day of the employee. The City may either prorate an employee's vacation credit on twenty-six (26) payroll periods

in a year or credit the employee on a monthly basis. It is understood this is an agreed method for vacation crediting as long as the employee's accumulation of vacation credits is not less than that provided for under the provisions of this collective bargaining agreement.

If a legal holiday falls within the vacation period, an extra day will be allowed, except as specified in Article 20.

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

#### 19.4 Maximum Accumulation

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

#### 19.5 Payment Upon Termination

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

#### 19.6 Direct Payroll Deposit

The City will make available to employees of this bargaining unit direct payroll deposit of employee payroll checks.



**ARTICLE 20**  
**HOLIDAY PROVISIONS**

20.1 Designation of Paid Holidays

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

20.2 Observance of Holidays

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

20.3 Qualification for Holiday Pay

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

20.4 Termination

If an employee terminates their employment they will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

**ARTICLE 21**  
**PERSONAL LEAVE**

Each fiscal year, four (4) additional holidays shall be designated as "Personal Leave Days." Personal leave may be used in full day or partial days and in one-half (1/2) hour increments. Sufficient advance notice shall be given the City to allow it to make up the

vacation schedules and to arrange the working schedules accordingly. Non-emergency requests for four (4) hours (or less) must be made at least four (4) hours in advance and are subject to approval based on operational need. Requests for Personal Leave equal to or longer than one (1) day shall be made as far ahead as the number of days being requested. Emergencies not covered by sick leave, legal emergencies, and emergencies affecting the safety or well-being of the employee or his/her family may be granted by the supervisor or manager without any advance notice if such approval is deemed appropriate by the supervisor or manager.

Personal leave days are non-accumulating. Personal leave not used will be paid at the employee's regular straight time hourly rate at the end of the fiscal year; or, the unused personal leave time may be rolled into the employee's short term sick leave bank at the end of the fiscal year. New employees shall receive a prorated share of personal leave based on the ratio of the number of months remaining in the fiscal year from the date of hire. An employee who has completed six (6) months of service or more and who terminates employment with the City shall receive payment for any unused personal leave remaining in the fiscal year.

## **ARTICLE 22** **FUNERAL LEAVE**

### 22.1 Immediate Family

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

## 22.2 Other Immediate Family

A maximum of three (3) days of funeral leave time with pay may be utilized for attendance at funerals of an employee's father, mother, sister, brother, father-in-law, mother-in-law, or grandparents of the employee. "Sister" and "brother" are defined as both being siblings of the same parents, as well as siblings that biologically share only one parent. Regular sick leave time may also be utilized if additional time is needed over and above the specified days allowed.

## 22.3 Non-Immediate Family

Regular sick leave may be utilized for attendance at a non-immediate family/close personal friend's funeral. Specific permission will be needed in each individual case.

## 22.4 Sick Leave Use

The use of sick leave is only for planning, attendance, and travel related to the funeral. The use of sick leave for this purpose requires approval by the Director of Public Works based on the facts and circumstances presented.

# **ARTICLE 23 HOSPITALIZATION, MEDICAL AND DRUG INSURANCE FLEXIBLE BENEFIT PLAN**

## 23.1 Hospitalization - Medical Coverage

The City agrees to continue to provide benefit levels to employees as referenced in the Benefit Summary, however, the City may select a suitable insurance carrier and/or service network. The selection shall be among Physician's Health Plan (PHP), Blue Cross/Blue Shield of Michigan, McLaren Health Advantage/McLaren Health Plan, MERS Premier health or self insured with the Sparrow Physician's Health Plan (SPHN) or

comparable provider network. The decision to remain self insured or traditionally insured for health coverage shall also be at the City's option. It is understood that it is not always possible to match all benefit levels among health plans. The City agrees that any change in health plans will match existing benefit levels as closely as possible. The Healthcare Taskforce shall provide advice and input into any selection decision.

The opportunity to change plans is provided once a year during the reopening period in June with the coverage becoming effective on July 1st. The original coverage begins on the date of hire. If an employee decides for some reason not to take advantage of hospitalization benefits at the time of hire, the employee must wait until the annual reopening to enroll. Coverage would become effective July 1st. Employees may add new members (dependents) to their coverage within thirty (30) days of the event or the employee must otherwise wait until the annual reopening to add the new members.

### 23.2 Section 125 Flexible Benefits

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

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

### 23.3 Waiver of Group Hospitalization - Medical Coverage

A full-time employee who is a member of this bargaining unit and has been employed by the City for one year or longer may voluntarily waive their right to participate in the health plan made available by the City. For those selecting a health insurance benefit waiver, the City shall pay One Hundred Fifty Dollars (\$150) per month less deductions required by law. Any year in which ten (10) or more bargaining unit employees waive health insurance the monthly payment shall be increased, for that year, to Two Hundred Fifty Dollars (\$250) per month less deduction required by law.

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

With respect to a City employee who is also eligible for dependent insurance coverage, the City will pay such City employee the monthly amounts provided above less deductions required by law provided a waiver of coverage as a City employee is executed without prejudice to the employee's right to maintain his or her dependent coverage in connection with a City employee's coverage. Employees who have a spouse or dependent(s) also employed by the City who qualify for City provided healthcare are not eligible for the opt-out or double coverage. Dependents may choose to remain on the primary parent's healthcare plan according to ACA guidelines.

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

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

#### 23.4 Coordination of Benefits - Automobile Insurance

An employee's automobile insurance coverage is secondary for auto-related accidents. Charges incurred for medical costs with respect to any accidental bodily injury which arises out of the ownership, operation, maintenance or use of a personal motor vehicle will be covered under the City's medical plan as the primary insurer. The employee's auto insurance would be responsible for wage loss protection and non-medical claims. The City agrees to hold harmless any employee in the event of a dispute between the automobile insurance carrier and the City's insurance carrier as to payment of claim directly and subsequently resolving the dispute with the auto insurance carrier. Motorcycle or other recreational vehicles covered by supplemental plans are subject to special rules as described in the plan policies.

This is based on the fully insured contract with the City's current carrier. A change to a self-funded plan may result in differences in this coordination.

#### 23.5 Hospitalization - Medical Coverage for Retirees

Individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System may, at their option, be carried on the roll of

the City retirees' group hospitalization plan at the group rate, providing they pay the premium for such coverage quarterly in advance.

Effective July 1, 1989, individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System, Program F-50 of the Retirement Act which allows an employee to retire at age fifty (50) with twenty-five (25) years of service, may, avail themselves to a cost share arrangement, as set forth below, with contributions from the City, at their option, from ages fifty (50) to fifty-five (55) as follows:

<b>Individual Status</b>	<b>City Contribution</b>
At age 50	\$100/month toward premium
At age 51	\$110/month toward premium

<b>Individual Status</b>	<b>City Contribution</b>
At age 52	\$120/month toward premium
At age 53	\$130/month toward premium
At age 54	\$140/month toward premium

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

Effective June 4, 1996, individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System, Program F-50 of the Retirement Act which allows an employee to retire at age 50 with 25 years of services, the City shall insure the retiree at age 50 and the retiree may, if he/she chooses, pay the premium amount for

his/her spouse to age 55. At the retiree's age at 55, the spouse of record will be insured and paid for by the City.

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

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

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

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

Any regular full-time employee hired on or after July 1, 2005, may continue on any health plan offered by the city and as allowed by the health carrier at retirement as specified above. However, the cost of insurance will be at the expense of the retiree.

All employees who retire after July 1, 2005, and qualify for City-paid retiree healthcare benefits, shall be covered by the same health and pharmacy plan as active



employees. The premium co-share amount shall continue at the same amount as when the employee retired.

### 23.6 Health Care Savings Plan

The City agrees to establish and fund a Post-Employment Health Care Savings Plan for full-time regular bargaining unit employees who were hired on or after July 1, 2005. The City and Union agree that all employees in the aforementioned group will not be eligible for City-paid health insurance upon retirement as noted in Article 23. The City funded Health Care Savings Plan shall be implemented effective July 1, 2006. The City will provide up to \$500 per eligible employee per year. The final amount will be agreed to by the City and Union (\$500 maximum City contribution), however, a mandatory employee contribution will be equal to the City-established contribution. Effective July 1, 2019, the City's contribution will be increased to \$1,000 per eligible employee per year; the employee contribution will stay at \$500 per year.

Upon separation of employment, ELIEU employees will not contribute any of their eligible accrual banks, as allowed under the contract language payout eligibility, to the Health Care Savings Program. Sick time pay-outs/transfers are not includable in an employee's pensionable final average compensation.

In addition to the employer-funded Health Care Savings Plan, the City shall also make available to all regular full and part-time bargaining unit employees a voluntary Post-Employment Health Care Savings Plan. This plan will not have any City contribution. The plan provider shall be the same provider selected for the City-funded Health Care Savings Plan noted above.

23.7 Annual Physical

If an employee is unable to have their personal physician complete the CDL physical then the City will send them to its own physician at City expense. The City will pay for the employee's CDL requirements, minus normal operator's cost. In the event that the City cannot find a provider, the parties will meet and bargain.

**ARTICLE 24**  
**DENTAL INSURANCE**

24.1 Dental Insurance

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

Maximum Calendar Year Benefit for Combined Type A, B and C Expenses:  
One Thousand Dollars (\$1,000).

<b>Benefit</b>	<b>Coverage Description</b>
Type A Expenses (Diagnostic and Preventive Services)	100% R & C
Type B Expenses (Basic Services)	50% R & C
Type C Expenses (Major Services)	50% R & C
Type D Expenses (Orthodontic Services)	50% & to maximum lifetime benefit of \$1,000/Covered Person

**ARTICLE 25**  
**DISABILITY INSURANCE**

25.1 Disability Insurance

The City shall provide a disability insurance plan which provides monthly benefits of 66% of salary to a maximum monthly benefit of \$5,000. Plan document Group #732,

Branch 01 is incorporated by reference herein. The City shall have the right to select a suitable insurance carrier to cover said benefits. The plan requires 100% employee participation with the City paying up to \$18 per employee per month and each employee the balance through payroll deduction for monthly premiums.

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

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

## **ARTICLE 26** **LIFE INSURANCE**

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

## **ARTICLE 27** **UNIFORMS**

### 27.1 Provision of Uniforms

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

The following are valid City uniforms:

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

All visible items of clothing will be valid City uniforms.

## 27.2 Boots

Employees are required to report to work with safety boots.

The City agrees to offer employees either a reimbursement or a voucher, at select retailers, in the amount of Two Hundred and Fifty Dollars (\$250) per year for safety boots. To qualify for the payout, the employee must provide a copy of a sales receipt to the Director or their designee which shows the type and cost of the safety boot purchased.

If an employee chooses to use a voucher and there is a balance after the application of the voucher, the balance of the cost will be paid for by the employee through payroll deduction (a maximum of three [3] payroll increments with a Ten dollar [\$10] minimum will be allowed).

New employees will be eligible for the boot reimbursement or voucher after completion of their probationary period.

## **ARTICLE 28** **WAGE CATEGORIES**

### 28.1 Wage Categories

While employed by the City, each regular full-time employee is designated as being in a wage category. Each category level carries minimum and maximum rates of pay with a provision for increases according to the schedule as provided for in Appendix A.

No employee shall be paid less than the minimum rate, nor more than the maximum rate for his assigned category. The category schedule will be regulated as follows:

- A. All new employees shall be paid the minimum rate for the category unless a higher rate is approved by the City Manager.
- B. New employees who are CDL A license holders at the time of employment will be hired in at one step higher (A) than the lowest step of the wage scale (AA).
- C. Wage increases for regular full-time employees will be made in the amount and at the intervals provided for in Appendix "A." Total increases to the employee's base rate will be limited to the maximum rate for his particular category.
- D. Salary increases shall be by successive steps of the schedule as provided in Appendix "A." Pay increases may be granted by the City Manager more frequently than the schedule will allow when recommended by the supervisor in writing, and when the employee's exceptional qualifications or performance or his unusual employment conditions make such action desirable. For those employees hired after July 1, 2013, the Department Director may permit an employee to advance more than one step on the wage scale based upon a favorable performance review, attendance record, lack of discipline, etc., at the discretion of the Director and approval of the City Manager. The amount of the increase, however, would be indicated in the Step schedule.
- E. When a new category is to be established within the unit, the City will notify the Union prior to establishing a category and wage structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations. If negotiations are unsuccessful, the matter shall be submitted immediately to the dispute resolution, arbitration, as provided in this Agreement.

## **ARTICLE 29** **LONGEVITY PAY**

### 29.1 Rules and Schedule of Payment

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

<b>Continuous Service</b>	
5 or more and less than 10 years	\$.15 per hour
10 or more and less than 15 years	\$.31 per hour
15 or more and less than 20 years	\$.46 per hour
20 or more and less than 25	\$.62 per hour
25 or more and less than 30 years	\$.77 per hour
30 or more years of continuous service	\$.92 per hour

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

**ARTICLE 30**  
**WORKING HOURS AND**  
**OVERTIME COMPENSATION**

30.1 Work Days

- A. The regular full working day shall consist of eight (8) consecutive hours per day in a twenty-four (24) hour period, Monday through Friday, with an additional thirty (30) minutes off for lunch, which shall be taken approximately halfway through the eight (8) hour shift unless extenuating circumstances dictate otherwise.
  
- B. In order to maintain essential services in major parks and downtown maintenance, up to four (4) positions are needed to work four (4) ten (10) hour days per week whereby at least two (2) positions per week would work Saturday and Sunday with a work schedule which will allow in a two-week period, each effected employee with one day each week off, and a four (4) day weekend of Friday, Saturday, Sunday and Monday off. In order to maintain essential services in Patriarche Park only, up to four (4) positions are needed to work four (4) ten (10) hour days per week whereby at least two (2) positions per week would work Saturday and Sunday with a work schedule which will allow in a week period, each affected employee with three continuous days off, one of which will be a Saturday or Sunday. Employees, within the Parks Division, which includes major parks and downtown maintenance, shall be selected as follows:

1. The City shall first seek volunteers within the affected Division. In the event there are up to four (4) volunteers, selection shall be made by seniority, with the highest seniority being given preference first and thereafter.
2. In the event there are not enough volunteers within the affected Division, the City shall seek volunteers within the Department of Public Works, with selection being made by seniority, and ability to perform the work, with the highest seniority being given preference first and thereafter.
3. In the event there are not enough volunteers within the affected Division or within the Department of Public Works, the least senior employee(s) within the Department of Public Works shall be so assigned, with transfer(s) made thereafter from the affected Division to fill the vacancy created by the assignment.
4. The normal work shift for employees selected shall be 7:30 a.m. - 5:00 p.m.  
Nothing in this Agreement will prohibit the City and the Union from agreeing to add additional functions and divisions.

### 30.2 Work Schedules

The work shift for employees of this bargaining unit, except as set forth in Section 30.1, B. above, shall be, Monday through Friday, as follows:

7:30 a.m., excepting those times where employees are required to report at different hours, for a specific period of time, either two hours before or two hours after the starting of the 7:30 a.m. work shift. Two (2) weeks notice of shift change will be given to affected employees in advance. Examples, although not an exhaustive list, of exceptions are:

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

Sign work 5:30 a.m., twelve (12) months per year;

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

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

Hydrant flushing, two (2) weeks per year;

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

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

### 30.3 Work Assignments

Should it be necessary, in the interest of emergency or efficiency, the employee shall work such reasonable overtime hours as shall be required by the City. Each employee is expected to return to duty when requested by the Supervisor or City Manager. Employees who have reached a maximum accumulation of vacation leave and are taking vacation leave so as not to lose accrued time are eligible to be called in for overtime work. After working two hours before or being scheduled to work two hours past their regular work schedule, employees shall be granted a one-half ( $\frac{1}{2}$ ) hour paid break. The break shall be as scheduled by his/her supervisor based on the needs of the Department and employee. The half hour ( $\frac{1}{2}$ ) paid break shall not be used to arrive late or leave early from work. An employee called in to work prior to his/her work shift starting time shall be permitted to work all his/her usual hours for that day if he/she so chooses. Employees leaving before the end of their regular shift must have approval from their supervisor.



#### 30.4 Daily Overtime

For the purpose of computing overtime, it is agreed that the workday shall consist of eight (8) or ten (10) consecutive hours of work in a calendar day, as set forth in Section 30.1 above. For employees on the eight (8) hour work day, the work week shall consist of five (5) consecutive, eight (8) hour days beginning 12:01 a.m. Monday and ending on 12:00 p.m. Sunday. Time worked by an employee over eight (8) consecutive hours in a workday and all time worked over forty (40) hours in a work week shall be considered overtime. For employees on the ten (10) hour work day, time worked by an employee over ten (10) consecutive hours in a workday and all time worked over forty (40) hours in a work week shall be considered overtime. Time charged to paid leave shall be included in the computation of an employee's forty (40) hour work week, eight (8) hour work day or ten (10) hour work day, as applicable.

#### 30.5 Equalization of Overtime

- A. Division Weekly Call List. Any overtime work required shall be approved by the employee's immediate supervisor and shall be equalized as nearly as practicable within a single Division, as listed in Section 6.3. The City shall prepare the weekly call list as set forth herein two times per year. The first call list will be effective the first Monday in November to the first Monday in April of each contract year. The second call list, replacing the first call list, will be effective the first Monday in April to the first Monday in November. The weekly call list will indicate those employees within the Division who wish to be called for overtime work. This list will be used to indicate those employees within the Division who will be called first in the event it is necessary to call employees back to work or the first offered scheduled overtime. After regular hours if an employee is immediately available and qualified to perform a needed assignment, he/she shall be offered the work without utilizing the on-call list, however, the City agrees that it is not the intent to utilize this procedure on a regular basis to by-pass the on-call list, but only occasionally or in unusual circumstances. In the event that employees listed on a given week in the Division affected are unable to return to work, the City will proceed through the entire Division list before calling an employee outside of the Division. If the overtime is turned down, that individual employee will be charged with the actual hours turned down.

- B. Volunteer Overtime List. In the event the individual Division list is exhausted and additional employees are required, the City will use the volunteer overtime list to call employees to work for overtime. The Union President or his designee will prepare a volunteer call list the first Monday in November and the first Monday in April outside of regular work hours. If the overtime is turned down, that individual employee will be charged with actual hours turned down. For purposes of updating the volunteer overtime list, not answering the phone shall be considered as a turning down of overtime. The on-call person will leave a message on the employee's primary number as identified by the employee as further documentation of the phone call. The City will provide the Union with a list of hours turned down on a regular basis which will be used by the Union to update the list. Overtime hours will return to zero the first Monday in November. The equalization of overtime on the volunteer overtime list shall be on a rotation basis and the parties agree that this should balance out over a period of time.
- C. Seniority List. If all other lists are exhausted, then the seniority list shall be used to fill in an overtime vacancy.

### 30.6 Holiday Work and Pyramiding

When a holiday specified in Article 20 occurs on any day for which overtime would not otherwise be paid, the hours actually worked on such holidays shall be compensated for at twice the regular hourly rate but shall not be counted as hours worked in determining overtime under the provisions of 30.4 of this Article. Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

### 30.7 Rest Periods

Two (2) fifteen (15) minute rest periods shall be provided and combined at the end of the workday, thus allowing employees to go home one-half hour early resulting in a workday of seven and one-half (7 ½) hours, for those employees on a Monday through Friday shift and for those employees on a ten (10) hour work day, they shall be allowed to

go home one-half hour early, resulting in a work day of nine and one-half (9½) hours. Employees shall be paid at overtime rates whenever they are asked to work through their rest period. The length of the workday, eight (8) consecutive hours, and the length of the work week, forty (40) hours, has not been changed, except as set forth in Section 30.1, B.

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

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

### 30.8 Conversion to Ten (10) Hour Day

In the event that a work schedule is converted to four (4) ten (10) hour days per week, time and one-half (1-1/2) the regular straight time rate shall be paid to employees who work over ten (10) hours per day or over forty (40) hours per week.

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

### 30.9 Lunch Periods

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

- A. Leave at the end of the seven and one-half (7-1/2) consecutive hour period, or nine and one-half (9-1/2) hour period for those identified in Section 30.1, B. or an additional one-half (1/2) hour before the normal shift expires (since the 30-minute rest period has been combined at the end of the shift), provided additional work is not required, or
- B. In the event an employee is required to work beyond seven and one-half (7-1/2) hours, or nine and one-half (9-1/2) hours for those employees identified in Section 30.1(B), the first one-half hour of work is to be compensated at the applicable overtime rate, but the employee technically is not on overtime.
- C. In the event an employee is required to work beyond eight (8) hours, or ten (10) hours as identified in Section 30.1(B), the employee should be compensated at the applicable overtime rate and is subject to all the overtime provisions of this Agreement.

### 30.10 Education and Training

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

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

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

**ARTICLE 31**  
**SAFETY COMMITTEE**

31.1 Purpose and Composition

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

- A. General Safety Conditions and Practices
- B. Equipment Safety
- C. Operational Safety Procedures
- D. Review and make recommendations to the Director/ Public Works, as to the action taken on Department Accidents.

**ARTICLE 32**  
**RETIREMENT AND SOCIAL SECURITY**

32.1 Eligibility

Upon employment with the City of East Lansing, eligible employees automatically are covered by Social Security with required payroll deductions. In addition, each regular employee shall become a member of the City's retirement system, Michigan Municipal

Employees' Retirement System Plan. Employees hired before December 1, 1999 are covered by the MERS Defined Benefit Program B4 base plan with benefit program F50 (which allows an employee to retire at age fifty (50) with twenty-five (25) years of service without a reduction in benefit), benefit program FAC3 (a three-year final average compensation benefit) and 10-year vesting. The employees in the defined benefit program shall contribute 6.7% of payroll for the program with the City making all additional contributions on behalf of employees in the retirement system.

### 32.2 Defined Contribution

All employees hired on or after December 1, 1999 are covered by the MERS Defined Contribution Program with the following considerations:

A. Vesting:

1. After 1 year, 25% of City contribution
2. After 2 years, 50% of City contribution
3. After 3 years, 75% of City contribution
4. After 4 years, 100% of City contribution

B. Contribution Levels:

1. 10.5% City contribution
2. 3.5% employee contribution

### 32.3 Hybrid Retirement Plan

All employees hired on or after November 1, 2010 are covered by the MERS Hybrid Plan, with a 1.5% multiplier for the defined benefit component.

A. Vesting:

Defined Benefit: 6 years

Defined Contribution:

1. After 1 year – 25% of City contribution
2. After 2 years – 50% of City contribution
3. After 3 years – 75% of City contribution
4. After 4 years – 100% of City contribution

B. Contribution Levels: (contribution percentages based on all earnings)

Employer Contribution: 10.5%

Employee Contribution: 3.5%

C. Contribution Levels for employees hired after July 1, 2022: (contribution percentages based on all earnings)

Employer Contribution: 10%

Employee Contribution: 3.5%.

**ARTICLE 33**  
**RESIGNATION**

33.1 Notice

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

### 33.2 Notice - Retirement

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

## **ARTICLE 34** **JURY DUTY**

### 34.1 Jury Duty and Witness Service

Any employee called to serve on jury duty will be granted jury duty leave without loss of pay, seniority or benefits. When court duties and other circumstances reasonably permit, the employee will be expected to report for work, unless there is only one (1) hour remaining on his shift, exclusive of travel time, or the employee has made other arrangements with his supervisor.

When serving on jury duty, or as a subpoenaed witness, the employee shall turn fees received from the court over to the City. Time spent by an employee on jury duty shall be counted as hours worked, and the City shall provide the employee with regular pay at their next scheduled paycheck. Employees may retain the court reimbursement if they are on an unpaid leave from the City.

## **ARTICLE 35** **CALL-IN PAY PROVISION**

### 35.1 24-Hour Notice

An employee who is called into work outside of his normal shift with less than twelve (12) hours written or verbal notice shall be guaranteed a minimum of three (3) hours of overtime pay under this provision, in addition to their regularly scheduled shift pay that they



work. Employees scheduled for overtime with more than twelve (12) hours of notice shall receive a minimum of two (2) hours of overtime, in addition to their regularly scheduled shift pay, as applicable. With Administrator approval, employees may use any of the following types of leave: personal, sick, or vacation, to complete their regular shift after responding to call-in overtime.

### 35.2 Work Into Regular Shift

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

### 35.3 Rate of Pay

The rate of pay for the hours worked or paid outside the employee's regular shift up to a maximum of two (2) or three (3) hours under this provision shall be compensated at time and one-half (1½) the employee's regular straight time hourly rate, except on Sunday or a holiday which shall be at a rate of two (2) times the employee's regular straight time hourly rate. Any hours compensated at time and one-half (1½) or two (2) times under this provision shall not be deemed "hours worked" with respect to any other overtime provision.

Nothing contained in this provision shall be construed as granting premium pay or otherwise be deemed as providing any benefit other than a guarantee of minimum number of hours or pay in the event an employee is called into work prior to his regular shift.

### 35.4 Definitions

For the purposes of this provision, the term "called into work" shall be defined to mean those instances where an employee has left the City premises upon completion of

his assigned shift, including a departure from his work station, and is thereafter ordered onto the City premises or to another assigned location to perform work.

35.5 Failure to Report for Work

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

35.6 On Call Pay for Lead Workers

Effective October 24, 2017, on call pay for Lead Workers is \$175 per week.

**ARTICLE 36**  
**SHIFT PREFERENCE**

36.1 Preference

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

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

**ARTICLE 37**  
**MECHANIC TOOLS INSURANCE/ALLOWANCE**  
**AND REIMBURSEMENT**

37.1 Insurance/Tool Allowance

All mechanics who are on the payroll as of December 1 shall upon submission of a paid receipt be entitled to a tool insurance reimbursement payment/tool allowance of up to Six Hundred Dollars (\$600) for either tools left at the Public Service facility or loss or

breakage of tools in the normal course of work evidenced by receipt and the tool surrendered to the Manager of the Service Garage. Reimbursement payment shall be paid on the first Thursday in December.

### **ARTICLE 38** **EDUCATIONAL ASSISTANCE**

Effective January 1, 2000, the City will provide the following education assistance provisions:

- A. Pre-Arranged Training - The City will pay reasonable and customary charges for pre-arranged training, education and licenses required for an employee to continue in their current positions if required by the State of Michigan or the City.
  
- B. Educational Assistant Program - The City will contribute up to Seven Thousand Five Hundred Dollars (\$7,500) annually in total to the bargaining unit on a first come, first served basis to employees in the bargaining unit for educational assistance.
  - 1. Eligibility - Unit members who have completed a minimum of one year of satisfactory service to the City are eligible to participate in this program. Approval for participation in the program must be secured from the Deputy City Manager, or his or her designee, and the employee's Department Head by submitting a proposed course of study for review.

Educational assistance may be provided for courses offered by approved institutions of higher learning such as accredited colleges, universities, secretarial and trade schools.

Reimbursement each year will be limited to an amount equal to two (2.0%) percent of the employee's base salary for that calendar year. To qualify, course work must meet the following criteria:

- a) Courses must be directly related to the delivery of the services provided by the City; or
  
- b) Courses, or the course of study, must be directly related to satisfying the requirements for the duties of a position that the employee and the Department Head agree could reasonably be achieved given the additional education.

c) Course work must not interfere with the employee's job responsibilities, performance or attendance and are to be taken on the employee's own time.

2. Reimbursement - The City will reimburse for the direct costs of tuition and registration fees. Payments to the employee will be based on attaining a grade of C or better, or if the course is on a pass/fail basis, passing the course. The amount of the reimbursement will be seventy-five (75%) percent of the direct costs listed above.

Employees eligible for reimbursement from any other source (e.g., a government sponsored program or scholarship) may seek assistance under this educational assistance program but are reimbursed only for the difference between the amount received from the other funding source and the actual course cost up to the maximum reimbursement allowable under this Article.

To be eligible for reimbursement, the employee must have received prior approval for reimbursement for the course, must be actively employed by the City full time at course completion, and must receive a qualifying grade. The employee must submit an official transcript of the grade received for the course and a receipt or other proof of payment. Requests are to be submitted to the Department of Human Resources.

## **ARTICLE 39** **BARGAINING UNIT WORK**

### 39.1 Exceptions

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

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

**ARTICLE 40**  
**SAVE HARMLESS CLAUSE**

40.1 Validity of this Contract

Should any provision or section or portion thereof, of this Contract be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Contract as a whole or of any remaining portion. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

**ARTICLE 41**  
**CONFORMANCE WITH STATE LAW**

41.1 Conformance with Federal/State Law

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

The City will pay the cost of the Commercial Driver License and any endorsements during the term of this Agreement upon successful renewal or conversion of existing license (this does not include Operator's License). In addition, should additional Commercial Driver License certificates be required, the City will pay for the upgrade and the successful driver test on a reimbursement basis.

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

**ARTICLE 42**  
**NO STRIKE CLAUSE**

42.1 Public Policy

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

42.2 No Strike

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

42.3 Disciplinary Action

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

**ARTICLE 43**  
**SUPPLEMENTAL AGREEMENT**

43.1 Supplemental Agreement

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

**ARTICLE 44**  
**OBLIGATION OF THE PARTIES**

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

**ARTICLE 45**  
**TERMINATION AND MODIFICATION**

This Agreement between the parties shall continue in full force and effect until 11:59 p.m., June 30, 2022.

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

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

- B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the aforementioned termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.
- C. Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Union, 1800 E. State Road, East Lansing, Michigan; and if the City, addressed to the City Manager, City of East Lansing, Michigan, or to any such address as the Union or Employer may make available to each other.

**ARTICLE 46**  
**EFFECTIVE DATE**

This Agreement shall become effective as of date of ratification, September 20, 2022.

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

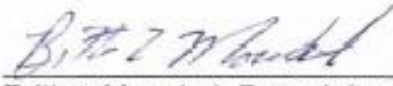
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

EAST LANSING INDEPENDENT  
EMPLOYEES UNION

CITY OF EAST LANSING


  
\_\_\_\_\_  
Scott Dunn, President

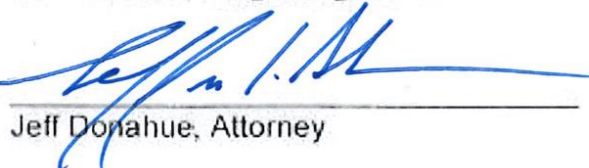
  
\_\_\_\_\_  
George Lahanas, City Manager

  
\_\_\_\_\_  
Britton Moeckel, Bargaining Team

  
\_\_\_\_\_  
~~Jennifer Shuster, City Clerk~~ *Kathryn Gardner*  
Deputy City Clerk

  
\_\_\_\_\_  
Jeff Ruttman, Bargaining Team

  
\_\_\_\_\_  
~~Shelli Neumann~~ *Ben Dawson*  
Human Resources Director Human Resources Admin.

  
\_\_\_\_\_  
Jeff Donahue, Attorney



**APPENDIX A**  
**WAGE CATEGORY & WAGE SCHEDULE**

<b>PSE (HIRED BEFORE 7/1/2013)</b>		
<u>Steps</u>	9/5/2022	7/1/2023
One	\$20.46	\$21.08
Two	\$21.40	\$22.04
Three	\$22.45	\$23.12
Four	\$23.46	\$24.17
Five	\$24.58	\$25.32
Six	\$25.83	\$26.60
Seven	\$27.07	\$27.89

<b>SCHEDULED INCREASES</b>		
Effective	9/5/2022	7/1/2023
Amount	3%	3%

<b>PSE (HIRED AFTER 7/1/2013)</b>		
<u>Steps</u>	9/5/2022	7/1/2023
One	\$20.17	\$20.78
Two	\$21.14	\$21.78
Three	\$22.22	\$22.88
Four	\$23.29	\$23.99
Five	\$24.40	\$25.13
Six	\$25.38	\$26.14

<b>LEAD WORKER</b>		
<u>Steps</u>	9/5/2022	7/1/2023
One	\$27.04	\$27.85
Two	\$28.41	\$29.27
Three	\$29.79	\$30.68

<b>MECHANIC</b>		
<u>Steps</u>	9/5/2022	7/1/2023
One	\$24.30	\$25.03
Two	\$25.47	\$26.23
Three <sup>2</sup>	\$26.72	\$27.52
Four	\$27.96	\$28.80
Five	\$29.34	\$30.22

<b>LEAD WORKER--GARAGE</b>		
<u>Steps</u>	9/5/2022	7/1/2023
One	\$30.76	\$31.68
Two	\$32.28	\$33.25

<b>MASTER MECAHNIC<sup>1</sup></b>
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**Notes:** <sup>1</sup>Any employee certified as a master mechanic is moved to step 4 based on their certification. Certification of being a Master Mechanic is defined as individuals possessing proof of qualification as provided by the National Institute of Automotive Excellence or the State of Michigan.

<sup>2</sup>This change includes two employees who are red circled until either step 3 catches up to their wage level or they become a certified master mechanic, whichever occurs first. Employees red circled will receive a one-time annual bonus equal to the scheduled increase multiplied their annual base salary. This lump sum bonus would pay out within one to two pay periods following the date of the scheduled increase taking effect. This bonus will not start until July 1, 2023.

**LETTER OF UNDERSTANDING  
ADMINISTRATIVE REGULATIONS GOVERNING  
DRUG AND ALCOHOL USE AND ABUSE**

**I. PURPOSE:**

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

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

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

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

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

- A. ESTABLISH and maintain a healthy and safe working environment for all of our employees;
- B. ASSURE the reputation of the City and its employees as good responsible citizens;
- C. REDUCE accidental injury to persons and property;
- D. REDUCE absenteeism, tardiness, and indifferent or declining job performance; and
- E. PROVIDE assistance in rehabilitation for any employee in accordance with the *City's Employee Assistance Program*.

## II. POLICY & DEFINITIONS:

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

- A. EMPLOYEES required to possess a valid commercial driver's license to satisfy job requirements.<sup>1</sup> This requirement includes:
  - 1. Employees required to possess a commercial drives license by virtue of the equipment they operate;
  - 2. Vehicle mechanics who, because they must evaluate their work on equipment, operate equipment identified as requiring a commercial driver's licenses in order to operate;
- B. ILLEGAL AND UNAUTHORIZED DRUGS: The City of East Lansing attempts to provide a drug free, healthful, safe, and secure working environment<sup>2</sup>. None of our employees can report to work displaying the effects of illegal, illicit, controlled, or unauthorized drugs. No employee will take, make, sell, give, transport, or possess a controlled or illegal substance listed within the context of the Controlled Substances Act (CSA). This

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<sup>1</sup> 49 CFR, § 382.103(a)

<sup>2</sup>§ 382.213(a)(b)

specifically includes all Schedule I. and II. substances as well as Schedule III. through V. substances being used or possessed without approval or authorization.

1. The Controlled Substance Act is contained within Title 21 of the United States Code [Section 802(6), Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et seq.].
- C. DRUG TESTS: Are those tests with specifically valid protocols and that meet the certification criteria of the Substance Abuse and Mental Health Administration (SAMHA) (formerly National Institute of Drug Abuse - NIDA). the only approved drug detection tests are urinalysis samples analyzed by Health and Human Services laboratories.
- D. BREATH ALCOHOL TESTS: Only those tests with approved protocol issued by the United States Department of Health and Human Services. Our alcohol test will be administered by certified Breath Alcohol Technicians using devices appearing on the Conforming Products Lists as published from time-to-time in the Federal Register.
- E. REASONABLE SUSPICION:
1. Alcohol Testing: Reasonable suspicion exists to require an employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
  2. Alcohol Testings are authorized only if the observations required in paragraph 1 above are made during, just preceding, or just after the period of work day that the employee (driver) is required to be performing safety-sensitive functions.
  3. Controlled Substance Testing: Reasonable suspicion exists to require the employee (driver) to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee (driver). The observation may include indications of the chronic and withdrawal effects of controlled substances.
  4. An employee (driver) may be directed by the supervisor to only undergo reasonable suspicion testing while the employee (driver) is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

5. A written record shall be made of the observation leading to a reasonable suspicion test, signed by the supervisor or city official who made the observations, with a copy to the employee and Union President.
  6. The required observations for alcohol and/or controlled substances testing shall be made by a supervisor or city official who is trained. Supervisors and City Officials designated to determine whether reasonable suspicion exists to require an employee (driver) to undergo testing for alcohol and/or controlled substances must receive at least 60 minutes of training on alcohol misuses and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuses and use of controlled substances.
  7. Where possible and practicable, the supervisor making the initial observations shall enlist the assistance of another trained supervisor to conform their observations within the expectations of employee privacy and confidentiality.
  8. Prohibitions: No reasonable suspicion test is authorized or allowable based on a third-party observation or information of alcohol or drug use or possession. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee (driver).
- F. **CONTROLLED SUBSTANCE LEVELS:** All substance testing will be accomplished according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, 49 CFR Parts 40, 382, and 391<sup>3</sup>. We're requiring testing for the following five substances; the use of which we consider unacceptable in our business environment. We're required to test for these substances by the Federal Highway Administration (FHWA) drug testing programs. These substances and the levels that will result in a positive test are as follows:
1. **Amphetamines:** (Cutoff level of 1,000 NG/ml)
    - a. Amphetamine confirmatory level of 500 NG/ml.
    - b. Methamphetamine confirmatory testing levels of 500 NG/ml.

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<sup>3</sup>49 CFR, Part 40. § 40.29(e)

2. **Cocaine:** (Cutoff level of 300 NG/ml).
  - a. Metabolic confirmatory levels of 150 NG/ml.
  - b. Benzoylgonine
3. **Marijuana:** (Cutoff level of 50 NG/ml)
  - a. Metabolite Confirmatory level of 15 NG/ml.
  - b. Delta-9-tetrahydrocannabinol
4. **Opiates:** (Cutoff level of 300\* NG/ml)
  - a. 25 NG/ml if immunoassay specific for free morphine.
  - b. Morphine confirmatory levels of 300 NG/ml.
  - c. Codeine confirmatory levels of 300 NG/ml.
5. **Phencyclidine:** (Cutoff level of 25 NG/ml)
  - a. Metabolite confirmatory level of 25 NG/ml.
6. **Test Use:**

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

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

**b. Urine Specimens.**

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

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

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

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

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

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

8. **DOT Laboratory Requirements.**

- a. **Urine Testing.** In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed in II (E), employing the test methodologies and cutoff levels specified in II (E).
- b. **Specimen Retention.** All specimens deemed "positive" by the laboratory must be retained at the laboratory for a period of one (1) year.



- c. **Split Sample Procedure.** There will be split sample procedure available to employees.
1. When a test kit is received by a laboratory, a thirty (30) ML sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.
  2. The employee will be given two (2) containers for the urine specimen. One (1) container must be filled with no less than forty-five (45) ML of urine. Thirty (30) ML shall be poured into one bottle, to be used as the primary specimen. At least fifteen (15) ML shall be poured into the other bottle, to be used as a split specimen. Both shall be sealed and then forwarded to an approved laboratory for testing. If an employee is told by the medical review officer that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, or within sixty (60) days from receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If requested by an employee, to have the second (2nd) urine specimen forwarded to another independent and unrelated, approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug, and the test proves negative, the City will pay for the test. If it does not prove negative and is positive, the employee will pay.
  3. Following the end of the sixty (60) day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.
- d. **Laboratory Accreditation.** All laboratories used to perform DOT urine testing must be accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).

9. **DOT Laboratory Testing Methodology:**

- a. **Urine Testing:** Testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution.
1. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the *Scientific and Technical Guidelines for Federal Drug Testing Programs*, subject to revision in accordance with subsequent amendments.
  2. All specimens identified as positive on the initial test shall be confirmed using gas chromatograph/mass spectrometry (GC/MS) techniques. Quantitative CG/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the *Scientific and Technical Guidelines for Federal Drug Testing Programs*, subject to revision in accordance with subsequent amendments.
  3. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
  4. In reporting a positive test result in a drug test not subject to DOT regulations, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test, in terms of nomogram per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
- b. **Prescription and Non-Prescription Medications.** If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he/she will not be disciplined.
- c. **Medical Review Officer (MRO).** The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the

laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, the employee shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) calendar days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

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

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

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

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

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<sup>4</sup>USCS § 701 (a)(1)(D)(ii).

<sup>5</sup>Michigan Vehicle Code, reference *Truck Driver's Guidebook* March 1995. Michigan Truck Safety Commission, p 28.

- I. AMNESTY AGREEMENT: It is not the intent of the City of East Lansing to cause undue hardships, prolong suffering caused by addiction or dependence to controlled substances or alcohol, or invoke unreasonable disciplinary action. We are, however, responsible for the action of our employees during the scope of their employment. As a result, we are urging any of our employees who may have a problem to come forward before the first testing takes place. Those who voluntarily come forward can expect:
1. Complete and total confidentiality, and
  2. Prompt referrals to certified and licensed substance abuse professionals capable of:
    - a. Providing accurate and clinically sound assessments.
    - b. Referrals to licensed and experienced employee assistance providers, and
  3. Reasonable expectations of return to duty provided:
    - a. All terms and conditions of any treatment plan are fully met, and
    - b. Our insurance carrier will continue to insure City of East Lansing while employing any of our employees in their previous capacity, and
    - c. The employee is capable of holding a current license allowing them to retain employment in that classification, and
    - d. Is not medically disqualified from operating any commercial motor vehicle (CMV).
  4. Employees failing to come forward under this *last-chance* agreement and who are found to have a positive test under the provisions of Part III (*following*) of these regulations can expect to be subjected to the appropriate levels of discipline.

### **III. DRUG AND ALCOHOL SCREENING**

All substance abuse testing will be done by a reliable hospital or independent laboratory using qualified and trained medical technicians or professionals. This facility will

be one approved by they City of East Lansing and concurred in by that department within the City responsible for the decision making process<sup>6</sup>.

- A. EMPLOYEES will be transported to and from the collection site in all cases involving reasonable suspicion or cause or post accident testing.
- B. BREATH ALCOHOL TESTING: Effective January 1, 1993, many privately-employed commercial driver license-holders in the State of Michigan were required to submit to random, post accident, reasonable suspicion (for cause), return-to-duty, and follow-up testing for alcohol.
  - 1. **PUBLIC EMPLOYEES**, beginning January 1, 1995 employers with 50 or more Commercial Drivers in their employ as of March 17, 1994 are required to develop and implement similar regulations requiring the drug and alcohol testing of their workers. All other public employers will be required to be in full compliance no later than January 1, 1996<sup>7</sup>.
  - 2. Refusal to submit to a required test is prohibited under both federal regulations<sup>8</sup> and state regulations. The primary purpose of these testing provisions is to deter the use and misuse of alcohol while working, immediately before reporting to work, or immediately following a reportable accident. We are including these provisions in our administrative regulations because we are concerned about the health and welfare of our driver-employees and to insure the safety of those we transport.
  - 3. No employee will use or possess dangerous or unauthorized inhalants with the intention of misusing these products before, during, and immediately following working hours.
- C. OFF DUTY ALCOHOL USE: No employee, on-call, subject to call-in, or engaged in transporting away from the City limits will consume any alcoholic beverage within four (4) hours of beginning a safety-sensitive function<sup>9</sup>.
  - 1. **ANY EMPLOYEE** called to work and having consumed alcohol within the four(4) hour period will advise their supervisor or dispatcher they are unable to report for work and perform safety-sensitive functions.

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<sup>6</sup>49 CFR. Part 40. § 40.27

<sup>7</sup>49 CFR. Part 382 Subpart A. § 382.115

<sup>8</sup>Part 382. Subpart B. § 382.211

<sup>9</sup>Part 382. Subpart B. § 382.207

- a. Any employee refusing to submit to a Preliminary Breath Test (PBT) for cause or whose Breath alcohol level measures .04 percent or greater as measured by a PBT and confirmed by an Evidential Breath Test (EBT) will be placed out of service for 24 hours as a safety-sensitive driver or until the person can successfully pass a PBT followed by an EBT.
  - b. The employee who refuses to submit to PBT or EBT and was operating a commercial motor vehicle will be considered to have a BAL, if above .04 percent and is medically disqualified from operating a commercial motor vehicle until they can successfully pass a chemical analysis of breath assessment. Michigan's motor carrier safety regulations require that a driver refusing to submit to a chemical test will have their CDL suspended for one (1) year.
    - 1. Under the terms of 49 CFR, Part 382.211, no employer shall allow a driver who refuses to submit to a required alcohol or controlled substance test to perform or continue to do safety-sensitive functions.
2. **Breath Alcohol Level of .04 percent:** *Federal Motor Carrier Safety Regulation (FMCSR) 392.5* A person, whether licensed or not, whose Breath measures .04 percent by weight of alcohol or greater shall not operate a commercial motor vehicle within the State of Michigan.
- a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or, otherwise locked-out and tagged-out until a designated representative of the City can retrieve the vehicle and/or equipment.
  - b. Any employee found to have violated the mandatory twenty-four (24) hour stand down order will be considered violating these regulations and appropriate disciplinary action can be taken.
  - c. Any employees who operated a publicly-owned commercial motor vehicle violating law enforcement imposed out-of-service order may be guilty of a misdemeanor and may have their CDL suspended for one (1) year.
3. **Breath Alcohol Level of .041 and above:** A positive PBT confirmed by an EBT for the presence of alcohol in the body at .041 percent or above by weight of alcohol while on duty performing a safety-sensitive

function, while reporting for duty and assigned a safety-sensitive function, or within eight (8) hours after reportable accident will be suspended<sup>10</sup>, without pay, from duty and the following actions will be taken:

- a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or otherwise locked-out and tagged-out until a designated representative of the City can retrieve the vehicle and/or equipment.
  - b. The employee will be confronted by the trained supervisor observing the incident and detecting the Breath alcohol level, and will be offered union representation.
    1. The employee will be transported by the City to an approved breathalyzer operator for a confirmatory evidential breath test.
    2. Following the evidential breath test, the employee will be transported to their home or place of residence by the City, or the City will make arrangements to transport the employee to their home or place of residence.
  - c. Second or continuing violations of this provision of the City's administrative regulations can result in disciplinary action up to and including termination within the context of our agreement with the union and proper and documented justification.
4. **Breath Alcohol Level of .07 percent or higher:** In the State of Michigan, a commercial driver found operating a commercial motor vehicle with a Breath alcohol level of .07 to .10 percent by weight of alcohol is to be considered impaired (OUI or DWI)<sup>11</sup>. As a result, any of our employees with a Breath alcohol level of .07 or higher will be offered union representation:
- a. be suspended, without pay.
  - b. be transported by the City to a certified breathalyzer operator for a confirmatory test, and

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<sup>10</sup>49 CFR. Part 382. § 382.605

<sup>11</sup>FMCSR 392.5

- c. be directed to undergo an assessment of their condition by a licensed and certified substance abuse professional (SAP), and
  - d. be relieved from driving duties, disqualified from further employments as a commercial driver until a disposition of their case is reached by the City Human Resource department and considering the recommendations of the SAP.
5. **Supervisory Administered Alcohol Tests:** Consistent with the regulations and accompanying comments contained in the Federal Register, *"any supervisor who makes the reasonable suspicion (for cause) determination is prohibited from conducting the preliminary breath test (PBT)<sup>12</sup>."* As a result, two supervisors must become involved before any driver is found to have violated our regulations resulting in a referral to a SAP.
- a. Any supervisor making the reasonable suspicion (for cause) determination must have not less than sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of alcohol misuse.
  - b. Any supervisor administering an evidential breath test (EBT) must meet the requirements of Procedures for Transportation Workplace Drug and Alcohol Testing Programs<sup>13</sup> specifically, and we quote from the Federal regulations:
    - 1. "(6)(b) A BAT-qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to quickly perform the test. A supervisor shall not serve as a BAT for the employee in any circumstance prohibited by DOT regulation."

#### IV. EMPLOYMENT CONSIDERATION TESTING<sup>14</sup>:

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<sup>12</sup>Federal Register Vol. 59, No. 31, February 15, 1994, p. 7488

<sup>13</sup>49 CFR. Part 40, Subpart C., § 40.51

<sup>14</sup>49 CFR. Part 382. Subpart C. § 382.301



All regulated (*safety-sensitive*) applicants must submit to and pass a urine drug screening test to be considered for employment. Applicants may also be requested to submit and pass an alcohol breath test administered within two hours of the first time they assume their safety-sensitive job. Drug testing may be waived by the prospective employer if<sup>15</sup>:

- A. APPLICANT has undergone a drug test required by DOT regulations under part 40 within the preceding six months, and
- B. RESULTS of that previously administered test indicate an alcohol concentration of less than .04 percent.
- C. JOB APPLICANTS who are denied employment because of a positive drug test may reapply for employment after six (6) months. A job offer may be made only after successfully passing the urine drug screening test.
- D. POST-OFFER CANDIDATES: All other job candidates, if appropriate, will submit to, and pass both a urine drug screen and breath alcohol test following the offer of a job but just before reporting for work. Authority: Americans With Disabilities Act
  - 1. An applicant who has received a firm job offer is cautioned against giving notice at their current position, selling real estate, or incurring other costs associated with accepting employment with the City of East Lansing until drug screening testing clearance has been received. Under no circumstances should a new employee report for work until clearance is received by the city.
  - 2. Part-time or seasonal employees may be exempted from pre-employment testing only if they remain in the random selection pool during the time they are not actively employed by the City of East Lansing. Employees whose names are removed from the random selection pool of the City will submit to and pass pre-employment testing at the time they return to work for the City.
  - 3. If an applicant protests a positive urine drug test screening result, the City may exercise its discretion to allow the applicant to submit the split sample portion of the original specimen immediately, and without prior notice, for testing. As applicant who refuses screening will be denied any further consideration.

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<sup>15</sup>§ 382.301(1)

4. If the split-sample urine drug screen test is requested, the applicant will pay for the test.
5. If the split sample test's results overturn a first test positive, the test will be considered a negative and a copy of the second test results will be placed in the employee's drivers or personnel file and a copy provided to the employee or applicant.

#### **V. POST-ACCIDENT TESTING:**

Any employee involved in a reportable vehicle accident<sup>16</sup> while operating a command motor vehicle any owned or operated by the City of East Lansing will be required to submit to a urine drug screen or Evidential Breath Test. By definition, City of East Lansing considers an accident reportable when: performing a safety-sensitive function with respect to the vehicle:

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

#### **VI. RANDOM AND PERIODIC SELECTION:**

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

- A. **RANDOM SELECTION:** In addition, all employees will be included in casual selections of employees to undergo unannounced urine drug screens and alcohol tests. Such casual selections are called random tests and selection

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<sup>16</sup>§ 382.303

will be conducted from a pool of eligible workers employed by the City<sup>17</sup>. Selection will be based upon:

1. **Regulated Selection:** A casual or random draw of the selected employees from a pool containing the last four digits of employee social security numbers of all regulated employees.
  - a. Random Drug Tests will equal not less than 50 percent of all employees listed within the pool in a calendar year<sup>18</sup>.
  - b. Random Alcohol Tests will equal not less than 25 percent of all employees listed within the pool for at least the first year of operation.
  - c. Alcohol random tests may be selected from those to participate in the drug screen random selection provided;
    1. Each employee within the pool has an equal chance of being selected for either or both tests.
    2. If industry-wide positive levels exceed more than one (1) percent for two years running, the random alcohol testing rate will increase to fifty (50) percent.
    3. If industry-wide levels fall below one (1) percent positive for two years running, the random alcohol rate will fall to ten (10) percent.
- B. **OPEN SELECTION:** A casual or random draw of the selected employees from a pool containing the last four digits of *all* employee social security numbers.
- C. **QUALIFICATION FOR TESTS:** All employees selected for the administering of casual or random tests will be included in the pool of available employees.
  1. Participation in any other testing event does *not* exclude any employee for selection under the provisions of this section.

## VII. RETURN TO DUTY & FOLLOW-UP TESTING

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<sup>17</sup>§ 382.305(e)(f)

<sup>18</sup>§ 382.305(g)

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

- A. SUBMIT to and pass a breath alcohol test administered within two (2) hours of resuming their safety-sensitive function<sup>19</sup>, and
- B. SUBMIT to and pass a urine drug screening administered with reportable results reported to the City before the employee may resume performance of safety-sensitive functions.<sup>20</sup>
- C. FOLLOW-UP testing may be prescribed by the attending Substance Abuse Professional or Employee Assistance Counselor<sup>21</sup>. Such testing is authorized by Federal regulation. Employees required to submit to follow-up testing not less than six times in the first year and may, upon the direction of the SAP or EAP continue testing for up to a period of 60 months.<sup>22</sup>

#### VIII. TEST LEVELS:

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

- A. Employees undergoing prescribed medical treatment with a controlled substance must:

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<sup>19</sup>382. Subpart C § 382.309.

<sup>20</sup>49 CFR. Part 382. Subpart C. § 382.311

<sup>21</sup>49 CFR. Part 382. Subpart C. § 382.311

<sup>22</sup>Subpart F. § 382.605

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

## **IX. CONFIDENTIALITY**

All actions taken by the City of East Lansing under the authority of these regulations will be taken to insure the confidentiality of the employees<sup>23</sup>.

- A. **MEDICAL REVIEW OFFICER RECORD RETENTION FOR CONTROLLED SUBSTANCES.**
  1. A medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of five years for verified positive controlled substances test results.
  2. A medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of one year for negative and canceled controlled substances test results.
  3. No person may obtain the individual controlled substances test results retained by a medical review officer, and no medical review officer shall release the individual controlled substances test results of any driver to any person, without first obtaining a specific, written authorization from the tested driver. Nothing in this paragraph shall prohibit a medical review officer from releasing, to the employer or to officials of the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled

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<sup>23</sup>49 CFR Part 382. Subpart D. § 382.401

substances testing program under this part, the information delineated in §382.407(a) of this subpart.

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

#### **X. EMPLOYEE ASSISTANCE:**

The City of East Lansing actively supports the Employee Assistance concept which is strictly confidential<sup>24</sup>. This program openly promotes the treatment of employees suffering from addiction or abuse problems. As a matter of policy, we provide our employees, support personnel, supervisors, and administrators with information regularly. This information will include dangers of abuse, awareness, community and professional efforts, and community or private treatment availability. We cannot, however, financially support an employee who voluntarily submits to treatment beyond the benefits normally provided by virtue of our existing health care program, medical insurance, or employee assistance program.

- A. **THE SUBSTANCE ABUSE ASSESSMENTS:** Employees testing positively for alcohol use following an Evidential Breath Test will be afforded the opportunity to undergo an assessment by a licensed and certified Substance Abuse Professional<sup>25</sup>. The SAP will be trained at minimum to the level of MSW (Masters of Social Work) and preferably be a Clinical Psychologist.
- B. **REFERRALS:** All of our employees are urged to contact our EAP provider in cases where:
  - 1. They wish to refer themselves for treatment, or
  - 2. Treatment is recommended by their supervisor or official of City of East Lansing, or

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<sup>24</sup>49 CFR Par 382. Subpart F

<sup>25</sup>49 CFR Part 382. Subpart F. § 382.605

3. The employee's drug or alcohol tests result in a positive indicator, or
  4. They or members of their family show signs of needing assistance or through intervention by family members.
- C. EMPLOYEE ASSISTANCE PROVIDER: Our Employee Assistance Provider is:

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

- D. PAY DURING TREATMENT: Except where specifically authorized in our collective bargaining agreement with the union or our existing benefit package, employees may not collect pay during periods of treatment or rehabilitation.

#### **EFFECTIVE DATE**

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

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

EAST LANSING INDEPENDENT  
EMPLOYEES UNION

CITY OF EAST LANSING

\_\_\_\_\_  
Anthony Ramos, President

\_\_\_\_\_  
George Lahanas  
Administrative Services Director

**LETTER OF UNDERSTANDING  
CONVERSION TO TEN (10) HOUR DAYS  
FOR SANITATION DIVISION**

The City and the Union have met concerning the implementation and possible expansion of Article 29.1 B and the City and the Union agree that:

1. As per Article 29.1 B, in the event the Sanitation Division converts to an automated refuse collection system, four (4) members of the Sanitation Division will be scheduled to work a four day ten hour shift.
2. Employees scheduled to work a four day ten hour shift shall receive ten hours of holiday pay for each holiday listed in Article 20.1.
3. Article 20.2 is amended to provide that employees scheduled on shifts that include weekend work will observe holidays on the actual day of the holiday.
4. There will be no changes to Article 29.7 (Rest Periods) due to the assignment to a ten hour shift.
5. Articles 29.4 is amended to provide that employees scheduled to shifts that include weekend work shall receive overtime compensation for time worked in excess of ten hours and all time worked over eighty (80) hours in a pay period.
6. Employees designated as relief operators for ten hour four day shift schedules shall be notified of their relief status when the shifts are initiated. This notification will be deemed as adequate notification under Article 29.2 provide the relief operator receives at least five days notice that he/she will be performing relief duties.
7. Employees will be assigned to ten hour four day shifts for the specific operations season. In no case shall the operation's season exceed on calendar year.
8. Article 19 and 20 are amended to provide that an employee working a ten hour four day shift may elect to receive payment for up to 50 hours of vacation and/or personal leave in lieu of taking the time off. Employees shall express this election in writing between May and May 15 of each contract year.

EAST LANSING INDEPENDENT  
EMPLOYEES UNION

  
\_\_\_\_\_  
Anthony Ramos, President

CITY OF EAST LANSING

  
\_\_\_\_\_  
George Laharjas  
Administrative Services Director




**LETTER OF AGREEMENT**

**IT IS HEREBY AGREED** by and between the **CITY OF EAST LANSING** (hereinafter referred to as “The CITY”) and the **ELIEU** (hereinafter referred to as “The UNION”) as follows:

1. The parties agree that the City of East Lansing’s Healthcare Task Force is the preferred method for resolving healthcare benefit issues between the City and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Task Force, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group’s decision to opt-out of the Task Force, or the Task Forces’ decisions, does not limit the ability of the remaining groups to continue with the collaborative process.
2. In order to retain this successful, collaborative process, the parties agree to the following: During any annual renewal process the Healthcare Task Force will comply with all State legislation regarding this issue, specifically Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act.
3. In the event that the parties are unable to agree to plan options that comply with State legislation within 60 days of the annual renewal period, the aforementioned healthcare re-opener shall immediately commence with both parties being free to make proposals, as well as being obligated to bargain over the health insurance issue.

This Letter of Agreement is signed by the parties’ authorized representatives.

**CITY OF EAST LANSING**



Shelli Neumann  
Human Resources Director

Dated: 9/14/2022

**UNION**



Scott Dunn  
President


Dated: 9/13/22

**LETTER OF AGREEMENT**

**IT IS HEREBY AGREED** by and between the **CITY OF EAST LANSING** (hereinafter referred to as "The CITY") and the **EAST LANSING INDEPENDENT EMPLOYEES UNION** (hereinafter referred to as "The UNION") as follows:

1. The parties have met and discussed the "Employment of Relatives Policy" as proposed by the City.
2. The Union has disclosed that certain existing employees would be affected by the policy, either in their current capacity, or in the event that they seek a promotion, due to the employment of a "relative" with the City of East Lansing, as defined under the policy.
3. In order to accommodate these existing circumstances and establish certain conditions from this point forward, the City and Union agree that these employees will be provided the following accommodation under the policy. All supervisory employees who have a relative, as defined under the policy, within their department will be permitted to continue in their current position. They agree to work with the City to assure that they will not have direct supervisory responsibility for the relative unless such a supervisory relationship already exists. Any current member with the opportunity to seek a promotion that has the potential to create a conflict under the policy will, likewise, be accommodated to the fullest extent possible. An accommodation to the fullest extent possible means that the City will make every effort to permit a promoted employee to work in a division or on a shift that removes the relative from being a direct or indirect report. The City will not create a new position in order to accommodate an employee under this policy; however, transfer to another shift or division, of which the employee is qualified, is clearly within the intent to accommodate. Only in instances where there are no other alternative positions or shifts available will the promotion be denied.
4. Both parties agree that circumstances not addressed under this letter will fall under the policy. Any future relationships that arise after the adoption of this policy will be handled solely under the policy.
5. The need to accommodate under this policy may impact shift, shift preference, or work assignments selections. The parties understand that these accommodations are necessary to promote fair and efficient management.

EAST LANSING INDEPENDENT  
EMPLOYEES UNION

  
\_\_\_\_\_  
Anthony Ramos, President

CITY OF EAST LANSING

  
\_\_\_\_\_  
George Lahanas  
Administrative Services Director

Dated: 8-11-08

Dated: 8/16/08


**LETTER OF AGREEMENT**

IT IS HEREBY AGREED by and between the **CITY OF EAST LANSING** (hereinafter referred to as "The CITY") and the **EAST LANSING INDEPENDENT EMPLOYEES' UNION** (hereinafter referred to as "The UNION") as follows:

1. Union employees will be eligible for the certification pay program, outlined below, on the date that this letter is signed by both the City and the Union and goes into effect upon signature.
2. The City will provide the Union's members with both the recognition and financial assistance to achieve and maintain specific certifications that are relevant for their roles. It is understood that it is the responsibility of employees to keep track of and/or coordinate their continuing education credits and their recertification process.
3. This Agreement extends to June 30, 2024. At that time the parties will meet and confer to determine the continuation of the certification program moving forward.
4. This document represents the parties' complete agreement as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by the parties.

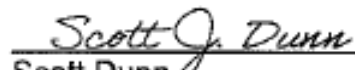
This Letter of Agreement is signed by the parties' authorized representatives.

**CITY OF EAST LANSING**

  
\_\_\_\_\_  
~~Shelli Neumann~~ ~~Human Resources Director~~ *George LaNanas* *City Manager*

Dated: 11/17/22

**UNION**

  
\_\_\_\_\_  
Scott Dunn  
President

Dated: 11/1/22

Certification's Covered	Annual Amount <sup>1</sup>	Notes on Eligibility
<b>All New Hires</b>		
CDL Signing Bonus (Staff Hired w/CDL A; One-time only)	\$2,500.00	Start @ Base Pay Rate Stay 14-Months or Pay Back (Paid out as \$500 a month, for the first five months, at the first of the month)
<b>Parks, Water, Sewer, Streets Divisions Only</b>		
IMSA TTC Certification (Traffic Control)	\$125.00	+ All Recertification Fees Paid
<b>Parks Division Only</b>		
ISA Certified Arborist	\$1,000.00	+ All Recertification Fees Paid Avail. To Lead Worker + 2 Staff Max
<b>Sewer Division Only</b>		
Water License S4	\$125.00	+ All Recertification Fees Paid
Water License S1, S2, S3	\$250.00	+ All Recertification Fees Paid
NASSCO Certification: For Sewer Lead and up to two staff.	\$125.00	+ All Recertification Fees Paid
Stormwater Operator Certification	\$125.00	+ All Recertification Fees Paid
Soil Erosion Certification	\$125.00	+ All Recertification Fees Paid
<b>Water Division Only</b>		
Water License S4	\$125.00	+ All Recertification Fees Paid
Water License S3	\$250.00	+ All Recertification Fees Paid
Water License S2	\$500.00	+ All Recertification Fees Paid
Water License S1	\$1,000.00	+ All Recertification Fees Paid Avail. To Lead Worker + 2 Staff Max
Stormwater Operator Certification	\$125.00	+ All Recertification Fees Paid
Soil Erosion Certification	\$125.00	+ All Recertification Fees Paid
<b>Garage Division Only</b>		
State of Michigan Automobile & Light Truck	\$50 Per Cert. (\$450 Max)	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
State of Michigan Master Automobile Mechanic <sup>2</sup>	\$1,000.00	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
State of Michigan Heavy-Duty Truck	\$50 Per Cert. (\$250 Max)	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
State of Michigan Master Heavy-Duty Truck Mechanic <sup>2</sup>	\$1,000.00	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
ASE Automobile & Light Truck Repair (A1 - A-9 & G1)	\$50 Per Cert. (\$500 Max)	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
ASE Master Automobile Technician <sup>2</sup>	\$1,000.00	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
ASE Medium-Heavy Truck	\$50 Per Cert. (\$350 Max)	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)
ASE Master Medium-Heavy Truck Technician <sup>2</sup>	\$1,000.00	+ All Recertification Fees Paid (Do Not Get Both ASE & State of Mich. Certification Pay)

<sup>1</sup> For certifications to be considered in an annual payment the employee must submit the necessary paperwork to their supervisors by October 1. Eligible employees will receive payment on second pay date in October.

<sup>2</sup> Would also offer a \$1,000.00 one-time signing bonus to any mechanic hired with either a State of Michigan or ASE Master Certification with the same 14-month retention period or pay back.