

1923.

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION

CITY OF LANSING

and

MERC Case No. L97 J-1006

FRATERNAL ORDER OF POLICE  
CAPITOL CITY LODGE 141.

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Panel of Arbitrators

Thomas L. Gravelle, Chairperson  
Doris Schoening, City Delegate  
Thomas Krug, Union Delegate

AWARD

January 1, 1998 - December 31, 2000  
Collective Bargaining Agreement

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
Lansing Office

53 JUL 15 AM 10:26

## AWARD

1. The parties agree that the award shall provide for a new three (3) year contract effective January 1, 1998 to and including December 31, 2000.

2. The parties' new contract shall be the same as the parties' prior contract (in effect from July 1, 1995 to and including December 31, 1997) except as amended by the provisions of this Settlement Agreement.

3. Appendix B - Wage Schedule shall be amended as follows:

EFFECTIVE JANUARY 1, 1998    2.50% ACROSS THE BOARD

EFFECTIVE JANUARY 1, 1999    2.80% ACROSS THE BOARD

EFFECTIVE JANUARY 1, 2000    2.80% ACROSS THE BOARD

4. A retroactive payment (consisting of the difference between the wages previously paid and the wage rates set forth in paragraph 3 above) shall be made within 30 days after this Award has been executed by the Panel.

5. Appendix B - Wage Schedule shall be revised by adding the following new provision:

EFFECTIVE JULY 1, 1999, THE CITY SHALL IMPLEMENT A NEW  
JOB CLASSIFICATION ENTITLED EMERGENCY COMMUNICATIONS  
TECHNICIAN II. EMPLOYEES WHO HAVE A MINIMUM OF TWO  
(2) YEARS OF SERVICE AS AN EMERGENCY COMMUNICATIONS  
TECHNICIAN AND WHO HAVE BEEN CERTIFIED BY THE CITY TO  
WORK CBO, LEIN, METRO POLICE DISPATCH, OUT COUNTY  
POLICE AND FIRE, CITY OF LANSING FIRE AND EMD TRAINED  
SHALL BE RE-CLASSIFIED AS EMERGENCY COMMUNICATIONS  
TECHNICIAN II. ALL OTHER STAFF MEMBERS SHALL BE  
CLASSIFIED AS EMERGENCY COMMUNICATIONS TECHNICIANS I  
AND SHALL RECEIVE THE WAGE RATES SET FORTH IN APPENDIX  
B. THE CITY HAS BY SEPARATE LETTER ADVISED THE LODGE  
OF THOSE CURRENTLY CERTIFIED.

EFFECTIVE JULY 1, 1999, THE EMERGENCY COMMUNICATIONS  
TECHNICIAN II WAGE SCHEDULE SHALL BE IMPLEMENTED AND  
BE THREE-QUARTERS (.75%) OF A PERCENT ABOVE THE  
EMERGENCY COMMUNICATIONS TECHNICIAN I WAGE SCHEDULE.  
EFFECTIVE JANUARY 1, 2000, THE EMERGENCY COMMUNICA-  
TIONS TECHNICIAN II WAGE SCHEDULE SHALL BE INCREASED  
BY AN ADDITIONAL ONE-HALF (.50%) PERCENT TO A TOTAL OF  
ONE AND ONE-QUARTER (1.25%) PERCENT ABOVE THE EMERGEN-  
CY COMMUNICATIONS TECHNICIAN I WAGE SCHEDULE.

6. Article 2 - Management Rights, Section 3 - Bargaining Unit Work, shall be revised to provide as follows:

SECTION 3. Bargaining Unit Work. Supervisors and non-bargaining unit employees shall be permitted to perform bargaining unit work in the following instances:

1. In an emergency where regular employees are not available.

2. To instruct or train employees.

3. To do experimental work on a new job for a period not exceeding thirty (30) work days.

4. To fill personnel shortages caused by scheduled employees not reporting to work, PROVIDED THAT THE OVERTIME IS FIRST OFFERED TO EMPLOYEES THEN WORKING AND AN ATTEMPT HAS BEEN MADE TO OFFER THE OVERTIME TO THOSE EMPLOYEES WHO HAVE SUBMITTED A VOLUNTARY OVERTIME FORM, or where unit employees are not displaced provided that the bargaining unit is not eroded.

7. Article 14 - Paid Time Off, Section 6 Holidays, paragraphs 4-7 shall be revised to provide as follows:

An employee who works any of the holidays designated above shall receive one and one-half the hourly rate for all hours worked in addition to the holiday pay. At the employee's option the employee may receive eight (8) hours of compensatory time OR FOUR

(4) HOURS OF COMPENSATORY TIME AND FOUR (4) HOURS OF HOLIDAY PAY instead of the FULL holiday pay. Compensatory time earned hereunder shall be cumulative up to a maximum total of forty (40) hours. All compensatory time shall be utilized prior to the employee's final day of work and shall not be paid in lump sum upon an employee's retirement.

Employees who are not scheduled work on the date the holiday is observed shall receive the holiday pay, provided they are not on leave of absence (Article 20, Section 3). EMPLOYEES SCHEDULED FOR A LEAVE DAY (PASS DAY) ON THE HOLIDAY MAY, AT THE EMPLOYEE'S OPTION, RECEIVE EIGHT (8) HOURS OF COMP TIME IN LIEU OF THE EIGHT (8) HOURS OF HOLIDAY PAY, PROVIDED THE EMPLOYEE IS NOT ON A LEAVE OF ABSENCE (ARTICLE 20, SECTION 3).

Employees who have been approved to take a scheduled holiday off on the date a holiday is observed shall only receive eight (8) hours of holiday pay.

Employees who have not completed their probationary period and work any of the holidays designated above shall receive one and one half the hourly rate for all hours worked on the holiday plus holiday pay as provided for in Section 1. Probationary employees who do not work on the holiday are not eligible for holiday pay.

IF AN EMPLOYEE IS NOT REGULARLY SCHEDULED TO WORK A HOLIDAY AND WORKS THE HOLIDAY, OR IF AN EMPLOYEE IS SCHEDULED TO WORK THE HOLIDAY AND WORKS BEYOND THEIR SCHEDULED WORK DAY, THE EMPLOYEE SHALL BE COMPENSATED AT THE RATE OF TWO (2) TIMES THEIR REGULAR HOURLY RATE OF PAY FOR EACH HOUR SO WORKED.

8. Article 16 - Retirement/Pension, B Alternative Retirement System, sub-section 2 shall be revised to provide as follows:

2. Employees hired into the bargaining unit on or after July 1, 1992, shall not belong to the ERS, but shall instead belong to the City of Lansing's Defined Contribution Money Purchase Plan. Said plan shall provide five percent (5%) of eligible pay as a City contribution for each covered employee's retirement account, one percent (1%)

[EFFECTIVE JULY 1, 1999, THE AMOUNT SHALL BE INCREASED TO A TOTAL OF 1.5%; EFFECTIVE JANUARY 1, 2000, THE AMOUNT SHALL BE INCREASED TO A TOTAL OF 2.0%]

of covered pay for the employee's account to defray post retirement health care premiums or, at the employee's sole option, to be combined with the retirement account at point of termination. Employees

shall be vested in the defined contribution plan at the completion of three (3) years' credited service. The City shall provide a long-term disability policy for members of the defined contribution plan.

In addition, members of the defined contribution plan may make up to eight percent (8%) voluntary contribution to the plan to the extent permitted by law. This shall be effective the beginning of the payroll period following ratification by both parties.

9. Article 6 - Seniority and Layoff Procedure, Section 1 - Definitions, Subsections A and C shall be revised to provide as follows:

A. Bargaining Unit Seniority is defined as the length of continuous service as a full-time employee within a job classification covered by this bargaining unit. The employee's seniority shall be based upon the date they become employed in this bargaining unit regardless of prior employment with the City and excluding any unpaid absences or layoffs of ~~more than eight (8) continuous hours~~ CONTINUOUS CALENDAR DAYS BEGINNING THE FIRST DAY AFTER THE FIRST FULL DAY OF UNPAID LEAVE. Bargaining unit seniority shall be used for layoff, recall, vacation selection, and shift selection.

C. The Department shall post in January and July of each year a seniority list indicating the CURRENT BARGAINING UNIT HIRE DATE AND THE CURRENT bargaining unit seniority DATE (WHICH IS THE HIRE DATE MINUS THE UNPAID LEAVES OF ABSENCE AS DEFINED IN SECTION A ABOVE) of all employees effective as of January 1 and July 1. The most recent posted seniority list shall be the basis thereafter for all applications of seniority as provided for under the provisions of this Agreement.

10. All of the parties' prior initialed tentative agreements (attached hereto) shall be incorporated into the contract.

11. The Arbitration Panel's Interim Award with respect to Sick Leave shall be incorporated in the contract.

12. The parties will hold in abeyance Lodge issue 11 -- "Lansing Fire Department Issues" -- pending a final decision on an accretion issue now pending before MERC. The parties further agree that the arbitration panel will retain jurisdiction over Lodge issue 11 as to any unresolved issues between the parties resulting from the final decision of the MERC accretion issue.



Dated:

Union

City

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\_\_\_\_\_

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THE FOLLOWING CHANGES APPLY TO THE FOP 911 OPERATORS  
DIVISION:

Article 7 - Probationary Period shall be revised to provide  
as follows:

Article 7

All new employees covered by the terms of this Agreement shall be termed "Probationary Employees," for the first twelve (12) calendar months of uninterrupted service from and after their date of hire.

PROBATIONARY EMPLOYEES MUST SATISFACTORILY COMPLETE ALL PHASES OF LEIN, CBO, AND METRO DISPATCH BEFORE THEIR RELEASE FROM PROBATION. THERE SHALL BE NO EXTENSION OF PROBATION WITHOUT THE APPROVAL OF THE LODGE.

Probationary employees may be disciplined or terminated at any time by the Employer at its sole discretion. Neither the employee nor the Lodge shall have recourse to the grievance procedure to challenge such a discipline or termination. The Lodge shall, however, represent probationary employees for any violation of the terms and provisions of this Agreement, other than discipline or termination.

Article 9, Section 5, Shift Assignments shall be revised to provide as follows:

SECTION 5. Shift Assignments.

A. Employees who have two (2) years or more of bargaining unit seniority prior to the beginning of the shift period shall select their shift for each one hundred twelve (112) day period with preference given to seniority employees

B. All employees with less than two (2) years of bargaining unit seniority shall be evenly assigned to each shift, as reasonably as possible. The Director of the Communication Center or his/her designee shall have the sole discretion to make shift assignments for ~~\*these\*~~ employees ON PROBATION for each one hundred twelve (112) day period. If the Director determines that there are two (2) or more such employees with equal training, experience and qualifications, preference shall be given to seniority. EMPLOYEES IN THE SECOND YEAR OF EMPLOYMENT WILL BE ASSIGNED TO THE THREE BASIC SHIFTS (DAYS, AFTERNOONS AND NIGHTS), AS EVENLY AS POSSIBLE, IN ACCORD WITH SHIFT CYCLE START DATES. PREFERENCE AS TO THE SEQUENCE OF ASSIGNMENT IS TO BE MADE IN ACCORD WITH TRAINEE SENIORITY AND ADVANCED TRAINING NEEDS.

C. A REGULARLY SCHEDULED SHIFT SCHEDULE SHALL BE POSTED ONCE EVERY TWENTY-EIGHT (28) DAYS TO DETERMINE THE NORMAL WORK DAY FOR EVERY EMPLOYEE OF THE BARGAINING UNIT. THE SCHEDULE SHALL BE POSTED AT LEAST TEN (10) DAYS PRIOR TO ITS EFFECTIVE DATE. EMPLOYEES SHALL BE GIVEN FIVE (5) DAYS NOTICES OF ANY SHIFT CHANGE OR OTHER WORK SCHEDULE CHANGE UNLESS HE/SHE AGREES TO THE CHANGE, EXCEPT IN EMERGENCIES OR CIRCUMSTANCES BEYOND THE CONTROL OF THE CITY.

D. The City may transfer an employee from one shift to another during the one hundred twelve (112) day period for the following purposes: training, meetings, or to handle emergency situations. The City will seek volunteers to the extent possible, in each of these vacancy situations, giving preference to seniority provided the volunteers have equal training, experience and qualifications. If a volunteer is not available, or if it is otherwise unreasonable to obtain a volunteer, an involuntary transfer will be effected, taking into consideration training, experience and qualifications and giving preference to seniority.

E. [former C] Employees with six (6) months or less of bargaining unit seniority prior to the beginning of the shift period will be given five (5) days notice of shift reassignment.

F. [former E] The City retains the right to adjust the shift hours, number of shifts, the number of positions on each shift, and the number of employees assigned to each shift. ~~\*including those with less than two (2) years seniority.\*~~

G. [former F] Employees who exercise their seniority rights, as described in paragraph A, and change shifts shall forfeit their right to a previously selected vacation period if the vacation period conflicts with the efficient operation of the 911 Communications Center. EMPLOYEES THAT ARE REMOVED AS A RESULT OF THE REGULAR SHIFT SELECTION PROCESS FROM A SHIFT THAT INCLUDED A PREVIOUSLY SELECTED AND SCHEDULED VACATION PERIOD WILL NOT FORFEIT THE SCHEDULED VACATION.

H. [former G] At least thirty (30) days prior to the beginning of each one hundred twelve (112) day selection period, the Lodge will survey the employees and notify the City of ~~\*any employee who desires to exercise their seniority right under paragraph A to change shifts.\*~~ EACH EMPLOYEE'S SHIFT PREFERENCE FOR THAT PERIOD.

Article 10, Section 3, Shift Premium shall be revised to provide as follows:

SECTION 3. Shift Premium. Employees who work between the hours of ~~4:00 P.M. and 6:00 A.M.~~ 7:00 P.M. AND 7:00 A.M. shall receive, in addition to their regular rate of pay, sixty-five (65) cents per hour shift premium.

Article 11, Section 1, Medical Insurance - Active Employees shall be revised to provide as follows:

SECTION 1. Medical Insurance - Active Employee.

For a seniority employee or a probationary employee after the completion of one hundred twenty (120) calendar days, and beginning with the fifth monthly premium payment, the City will pay one hundred percent (100%) of the premium for single-person or full family ward coverage. EFFECTIVE FEBRUARY 20, 1999, THE CITY WILL PAY ONE HUNDRED PERCENT (100%) OF THE PREMIUM FOR SINGLE-PERSON OR FULL FAMILY SEMI-PRIVATE COVERAGE. The employee will pay, by payroll deduction, the balance of the total premium due for service the employee has selected which is more expensive than ward coverage. EFFECTIVE FEBRUARY 20, 1999, THE CITY WILL PAY ONE HUNDRED PERCENT (100%) OF THE PREMIUM FOR SINGLE-PERSON OR FULL FAMILY SEMI-PRIVATE COVERAGE.

[The remainder of this Article 11, Section 1 is unchanged.]

Article 14, Section 3, Vacation Scheduling shall be revised to provide as follows:

SECTION 3. Vacation Scheduling. THE SELECTION  
PROCEDURE FOR SCHEDULING vacations BY SENIORITY for  
the following year will ~~\*be scheduled during the~~  
~~months of November and\*~~ BEGIN OCTOBER 1 AND BE COM-  
PLETED BY December 15. Employees with the highest  
bargaining unit seniority shall be given preference of  
selection of a vacation period, provided it does not  
interfere with the efficient operation of the Center.  
Individual preference of vacation selection shall be  
made within a reasonable time period. Vacation  
requests submitted after the deadline will be granted  
on a first-come, first-serve basis regardless of  
seniority.

[The remainder of this Article 14, Section 3 is unchanged.]

Article 14, Sections 1,2 and 5, vacation leave, has been revised as follows:

PAID TIME OFF

CONDITIONAL UPON THE AUTOMATED PERSONNEL/PAYROLL PACKAGE BECOMING FULLY OPERATIONAL:

SECTION 1. Vacation. On January 1 of each calendar year employees who have completed more than one (1) year of continuous service shall be credited with vacation accrued, subject to the schedules below. Employees who will have completed six (6) months of continuous service on January 1, shall be credited with ~~one (1)~~ EIGHT (8) vacation ~~day~~ HOURS for each five (5) weeks of service between their date of hire and January 1. Employees with less than six (6) months of continuous service as of January 1 shall not be credited with vacation until the following January. Such employees shall be credited with ~~ten (10)~~ EIGHTY (80) vacation ~~days~~ HOURS plus ~~one (1) day~~ EIGHT (8) HOURS for each additional five (5) weeks of continuous service beyond one (1) year of service.

SECTION 2. Vacation Eligibility and Allowances. Regular full time employees shall be eligible ~~for a vacation with pay to be accrued~~ TO ACCUMULATE VACATION WITH PAY TO BE EARNED AND AVAILABLE FOR USE ON A BI-WEEKLY BASIS IN THE FIRST PAY PERIOD FOLLOWING ONE (1) YEAR OF SERVICE as follows:



SENIORITYVACATION, WITH PAY  
BI-WEEKLY EARNINGS/MAXIMUM CAP

~~\*1 Year through 5 Years~~ ~~10 Work Days\*~~

<u>1 YEAR THROUGH 5 YEARS</u>	<u>3.08 HOURS/240 HOURS</u>
<u>BEGINNING OF YEAR 6</u>	<u>3.40 HOURS/256 HOURS</u>
<u>BEGINNING OF YEAR 7</u>	<u>3.70 HOURS/272 HOURS</u>
<u>BEGINNING OF YEAR 8</u>	<u>4.00 HOURS/288 HOURS</u>
<u>BEGINNING OF YEAR 9</u>	<u>4.32 HOURS/304 HOURS</u>
<u>BEGINNING OF YEAR 10</u>	<u>4.62 HOURS/320 HOURS</u>
<u>BEGINNING OF YEAR 11</u>	<u>4.94 HOURS/336 HOURS</u>
<u>BEGINNING OF YEAR 12</u>	<u>5.24 HOURS/352 HOURS</u>
<u>BEGINNING OF YEAR 13</u>	<u>5.54 HOURS/368 HOURS</u>
<u>BEGINNING OF YEAR 14</u>	<u>5.86 HOURS/384 HOURS</u>
<u>BEGINNING OF YEAR 15,</u>	
<u>AND THEREAFTER</u>	<u>6.16 HOURS/400 HOURS</u>

~~\*One (1) additional day per each year of additional full-time service, not to exceed a maximum vacation leave of twenty (20) work days. Vacation leave beyond the basic ten (10) work day allotment must be earned by the completion of full additional years of seniority based upon each employee's seniority date.\*~~ No vacation leave shall be accrued by an employee during an unpaid leave of absence of more than thirty (30) calendar days.

~~\*SECTION 5. Vacation Accumulation. Employees may carry over not more than ten (10) days of earned vacation to the succeeding year.\*~~

Article 14, Section 7, Bereavement Time, shall remain the same except that the second paragraph shall be revised to provide as follows:

*Second paragraph:*

An employee will be entitled to use a maximum of three (3) work days with pay, not to be deducted from the accumulated sick leave, to make arrangements and attend the funeral, OR A SERVICE IN LIEU OF THE FUNERAL, for any other immediate family member as defined below.

Article 14, Section 9, Paid Time Off - Work Breaks was tentatively revised on December 18, 1997 to provide as follows:

SECTION 9. Work Breaks. An employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by immediate supervision. AN EMPLOYEE WHOSE WORK BREAK IS INTERRUPTED BY OPERATIONAL NEED SHALL HAVE HIS/HER WORK BREAK RESCHEDULED BY IMMEDIATE SUPERVISION AS SOON AS PRACTICAL FOLLOWING COMPLETION OF THE WORK WHICH CAUSED HIS/HER ORIGINAL WORK BREAK TO BE INTERRUPTED.

This section 9 has been further revised so that it shall now provide as follows:

SECTION 9. Work Breaks. An employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by immediate supervision. IF AN EMPLOYEE'S WORK BREAK IS INTERRUPTED BY OPERATIONAL NEED SO THAT THE EMPLOYEE HAS BEEN ALLOWED LESS THAN ONE-HALF ON HIS/HER TWENTY (20) MINUTE BREAK, THE EMPLOYEE SHALL HAVE HIS/HER ENTIRE WORK BREAK RESCHEDULED BY IMMEDIATE SUPERVISION AS SOON AS PRACTICAL FOLLOWING COMPLETION OF THE WORK WHICH CAUSED THE ORIGINAL WORK BREAK TO BE INTERRUPTED. IF AN EMPLOYEE'S WORK BREAK IS INTERRUPTED AS DESCRIBED ABOVE BUT THE EMPLOYEE HAS SERVED ONE-HALF OR MORE OF HIS/HER TWENTY (20) MINUTE BREAK, THE EMPLOYEE SHALL ONLY HAVE THE UNUSED PORTION OF THE WORK BREAK RESCHEDULED BY IMMEDIATE SUPERVISION.

Article 15, Section 2(G), Sick Leave Usage shall be revised to provide as follows:

SECTION 2. Sick Leave Usage.

G. Employees are not entitled to paid sick leave for periods of absence unless sufficient sick leave credit OR OTHER PAID LEAVE TIME OR COMPENSATORY TIME exists to cover the absence. ACCRUED SICK LEAVE MUST

BE EXHAUSTED BEFORE AN EMPLOYEE MAY DESIGNATE THE USE OF OTHER ACCRUED LEAVE TIME OR COMPENSATORY TIME TO COVER THE ABSENCE.

Employees will not be allowed to use sick leave in anticipation of future credits, and their pay checks will be docked for periods of absence after depletion of ~~\*sick-leave-credit\*~~ ALL CREDITED PAID LEAVE TIME AND COMPENSATORY TIME. THIS SECTION APPLIES TO ALL SICK LEAVE CIRCUMSTANCES INCLUDING FAMILY AND MEDICAL LEAVE ACT (FMLA) SITUATIONS, BUT DOES NOT APPLY TO WORKER'S COMPENSATION.

Article 15, Section 4, Sick Leave Reimbursement shall be revised to provide as follows:

SECTION 4. Sick Leave Reimbursement. An employee or his/her beneficiary will be paid for one-half (1/2) of his/her unused accrued sick leave credit at the date of his/her retirement or death, not exceeding six hundred eighty (680) hours and subject to the procedure as enumerated in the official proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of his/her unused sick leave accrual when he/she leaves, EXCEPT THAT AN EMPLOYEE

WHO IS A MEMBER OF THE MONEY PURCHASE PENSION PLAN  
(DEFINED CONTRIBUTION PLAN) AND WHO HAS VESTED IN THE  
PLAN SHALL BE ELIGIBLE TO RECEIVE PAYMENTS OF THE  
SPECIFIED SICK LEAVE ACCRUAL UPON LEAVING EMPLOYMENT  
WITH THE CITY.

Article 21, Section 1, Sick Leave Reimbursement shall  
be revised to provide as follows:

SECTION 1. Addresses and Telephone Numbers of  
Employees. Each employee covered hereby, whether on  
or off the active payroll, ~~\*should\*~~ **SHALL** keep the  
City ~~\*currently\*~~ advised of his/her correct mailing  
address and ~~\*of his/her\*~~ telephone number **AT WHICH  
HE/SHE CAN BE REACHED. EXCEPT FOR OFFICIAL PERSONNEL  
CIRCUMSTANCES, THE CITY SHALL KEEP ALL INFORMATION  
CONFIDENTIAL UNLESS REQUIRED TO RELEASE SUCH INFORMA-  
TION BY COURT ORDER, MERC ORDER OR UNDER THE TERMS OF  
THE FREEDOM OF INFORMATION ACT (FOIA).**

[The remainder of this section 1 is unchanged.]

The parties have agreed to the following revised memorandum of understanding:

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF LANSING  
AND  
F.O.P. OPERATORS DIVISION  
REGARDING

REORGANIZATION AND PUBLICATION OF POLICY  
AND PROCEDURE MANUALS

DURING THE 1997-1998 CONTRACT NEGOTIATIONS  
BETWEEN THE CITY OF LANSING ("CITY") AND THE FRATERNAL  
ORDER OF POLICE, CAPITOL CITY LODGE #141, 911 OPERA-  
TORS DIVISION ("LODGE"), THE TOPICS OF PUBLICATION OF  
NEW POLICIES AND PROCEDURES AND MAINTAINING AN UP-TO-  
DATE PROCEDURE MANUAL WERE DISCUSSED BY THE PARTIES.  
THE CITY AND THE LODGE ACKNOWLEDGED THAT THE COMMUNI-  
CATIONS CENTER MUST FREQUENTLY CHANGE OPERATIONAL  
POLICIES AND PROCEDURES AND OFTEN ON SHORT NOTICE. IT  
IS, THEREFORE, ESSENTIAL TO MAINTAIN A PROCEDURAL  
MANUAL THAT IS UP-TO-DATE, FUNCTIONAL AND ACCESSIBLE  
TO THE EMPLOYEES WHO MUST RELY UPON IT.

IN ORDER TO ACCOMPLISH THIS, THE CITY AND THE  
LODGE AGREED THAT IMMEDIATELY FOLLOWING RATIFICATION  
OF THE 1998-2000 COLLECTIVE BARGAINING AGREEMENT A  
COMMITTEE WILL BE ESTABLISHED COMPRISED OF AN EQUAL  
NUMBER OF REPRESENTATIVES FROM EACH PARTY. WITHIN SIX  
(6) MONTHS OF CONVENING, THE COMMITTEE WILL COMPLETE

A REVIEW OF THE CURRENT PUBLICATION PROCEDURE AND THE POLICY AND PROCEDURE MANUALS AND MUTUALLY DETERMINE HOW THE POLICY AND PROCEDURE MANUAL(S) CAN BEST BE ORGANIZED AND PUBLICIZED IN ORDER TO ENSURE THE MANUAL(S) ARE UP-TO-DATE, FUNCTIONAL AND ACCESSIBLE. THE TIME LIMIT TO COMPLETE THIS PROJECT MAY BE MUTUALLY EXTENDED.

UNTIL THE ABOVE REVIEW AND REORGANIZATION IS COMPLETED THE FOLLOWING CURRENT PRACTICES AND PROCEDURES SHALL REMAIN IN PLACE: In order to facilitate the comprehension and implementation of current and new policies and procedures, the City agreed to provide each employee with a personal copy of each policy, procedure or memorandum currently in effect and published hereafter. All memoranda, EXCEPT STANDING MEMORANDA WHICH ARE SO LABELED WHICH REMAIN IN EFFECT UNTIL WITHDRAWN, shall have an expiration date not to exceed thirty (30) days. Any directive which conflicts with an operational procedure shall have a termination date stated. If two (2) or more memoranda conflict, an employee shall not be disciplined for deviating from the terms of one (1) of the memoranda. IN NO CASE SHALL THE LAST THREE (3) SENTENCES BE DELETED FROM THE CONTACT UNLESS MUTUALLY AGREED.

The Act 312 Arbitration Panel has reviewed the foregoing and adopt the foregoing as its Award in this case.

Dated: April 23, 1999

TL Gravelle  
Thomas L. Gravelle,  
Chairperson

Dated: May 19, 1999

Doris A. Schoening  
Doris Schoening, City Delegate  
Concurs

Dated: 5-17-, 1999

Thomas Krug  
Thomas Krug, Union Delegate  
Concurs



STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER  
AND INDUSTRY SERVICES  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Statutory Arbitration Between:

CITY OF LANSING,

-and-

MERC Act 312

Case No. L97 J-1006

CAPITOL CITY LODGE NO. 141  
FOP (Police Technicians).

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Interim Award

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
DETROIT OFFICE

99 JUL 15 AM 10:26

RECEIVED

Thomas L. Gravelle, Esq.  
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Bloomfield Hills, Michigan  
48301-3465

STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER  
AND INDUSTRY SERVICES  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Statutory Arbitration Between:

CITY OF LANSING,

-and-

MERC Act 312  
Case No. L97- J-1006

CAPITOL CITY LODGE NO. 141  
FOP (Police Technicians).

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Interim Award

The Arbitration Panel in the above-entitled matter, hereby,  
enters the following Interim Award with respect to Sick Leave:

ARTICLE 15

SICK LEAVE

SECTION 1. Paid Sick Leave Accrual.

**CONDITIONAL UPON THE AUTOMATED PERSONNEL/PAYROLL PACKAGE  
BECOMING FULLY OPERATIONAL:**

A) Paid sick leave shall be accrued at the rate of ~~eight~~  
~~(8)~~ 3.70 hours **SICK LEAVE WITH PAY, UPON COMPLETION OF EACH BI-**  
**WEEKLY PAY PERIOD** ~~for each calendar month~~ that an employee works  
or is compensated at least ~~eighty (80)~~ **THIRTY-EIGHT (38)** hours. New  
employees will not be awarded accrued sick leave until completion  
of six (6) months of employment.

B) The maximum accumulation of sick days is ~~one thousand~~  
~~three hundred and sixty (1,360)~~ **UNLIMITED.**

SECTION 2. Sick Leave Usage. Employees covered by this agreement shall be entitled to utilize accrued sick leave time in accordance with the following conditions:

A) Sick leave pay will be granted to an employee for periods of absence from work for any health related reason, such as personal illness, family illness, dentist and doctor visits, physical or mental therapy and recuperation. (Family is defined as any of the following persons currently residing in the domicile of the employee: spouse, child, step-child, child-by-law, parent, and step parent or parent of a current or deceased spouse.)

B) "Pre-planned" sick leave absences may be utilized in one (1) hour increments with a one (1) hour minimum and must be authorized by the employee's immediate supervisor at least seventy-two (72) hours prior to the time of absence.

C) "Unscheduled" sick leave absences are those which have not been authorized by a supervisor seventy-two (72) hours or more in advance. Unscheduled sick leave absences may be utilized in four (4) hour increments with a four (4) hour minimum, unless the employee has worked a portion of the four hours, i.e., the employee becomes ill after the start of their work shift, in which case time shall be charged in one (1) hour increments.

D) Employees utilizing unscheduled sick leave must notify an on-duty Communications Center Supervisor as promptly as practicable under the circumstances but not less than one (1) hour prior to the time the employee is scheduled to report to work. Employees who become ill after the start of their work shift shall notify an on-duty Communications Center Supervisor promptly of their condition. Failure to comply with this requirement may result in disciplinary action and forfeiture of benefits under this Article.

E) A completed sick leave affidavit on a form provided for that purpose must be signed by the employee claiming paid time-off on the date of the employee's return to work. Falsification of any sick leave affidavit may be cause for disciplinary action including discharge.

F) The City may direct an employee to provide a physician's certificate or may direct an employee or a family member to take a

physical examination to verify an employee's fitness to carry out assigned duties or to confirm the reasons for an absence or to confirm any family member's illness or injury which resulted in the employee's absence.

G) Employees are not entitled to paid sick leave for periods of absence unless sufficient sick leave credit **OR OTHER PAID LEAVE TIME OR COMPENSATORY TIME** exists to cover the absence. **ACCRUED SICK LEAVE MUST BE EXHAUSTED BEFORE AN EMPLOYEE MAY DESIGNATE THE USE OF OTHER ACCRUED LEAVE TIME OR COMPENSATORY TIME TO COVER THE ABSENCE.** Employees will not be allowed to use sick leave in anticipation of future credits, and their pay checks will be docked for periods of absence after depletion of ~~sick leave credit~~ **ALL CREDITED PAID LEAVE TIME AND COMPENSATORY TIME.** **THIS SECTION APPLIES TO FAMILY AND MEDICAL LEAVE ACT (FMLA) SITUATIONS, BUT DOES NOT APPLY TO WORKER'S COMPENSATION.**

### SECTION 3. Sick Leave Charges.

A) Effective January 1, ~~1996~~ 1999<sup>1</sup> the City will restart its sick leave absence records bringing all employees covered by this agreement to zero (0) time missed. The City will then maintain records as to the number of absences accumulated by each employee for each ~~twenty four (24)~~ **TWELVE (12)** month period thereafter. The absence occurrence record will be reset to zero (0) each ~~twenty-four~~ **TWELVE (12)** month period beginning every ~~other~~ January 1 commencing with January 1, ~~1996~~ 1999. If an employee is absent on unscheduled sick leave one (1) day, part of a day, or any number of consecutive working days (excluding regular days off), he or she will be charged with one (1) absence occurrence.

B) Exceptions: Unscheduled sick leave absences for any one of the following reasons shall not be considered an occurrence.

1. On-the-job injury.
2. Hospital emergency which is reimbursable under the City of Lansing base health care plan for the bargaining unit, hospital confinement (including pre-admittance and recuperation time, providing it is ordered by a

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<sup>1</sup>If total contract agreement is not reached by 1/1/99, the effective date will change to 1/1/2000.

physician) and post-hospital home confinement provided the time is continuous.

Any employee who is absent for any one of these two (2) reasons, and who desires that the absence not be considered as an absence occurrence, shall keep the employer apprised of his/her prognosis and expected confinement and must present satisfactory evidence to substantiate his or her claim on the first day after returning to work following such absence. If the **EMPLOYER DETERMINES THAT THE** employee ~~does~~ **HAS** not presented such **SATISFACTORY** evidence, the absence will be recorded as an absence occurrence **AND THE EMPLOYEE WILL BE GIVEN IMMEDIATE NOTICE OF THIS DECISION.**

C) Perfect Attendance Credits: These credits shall only apply for purposes of calculating absence occurrences relative to actions to be taken under section 3 (D) of this Article. **EFFECTIVE JANUARY 1, 1999 THROUGH THE END OF THIS CONTRACT, an employee WHO HAS ACCUMULATED FORTY (40) HOURS OF SICK LEAVE CREDIT BY THE BEGINNING OF ANY GIVEN MONTH** may improve his/her absentee **ABSENCE** occurrence record through improved attendance. For each calendar month of perfect attendance **IN WHICH THE EMPLOYEE MAINTAINS FORTY (40) HOURS OF BANKED SICK LEAVE CREDIT,** which must include at least two (2) weeks actually worked or paid time-off (paid time-off will not include paid sick leave **OR OTHER PAID LEAVE TIME USED FOR ILLNESS OR INJURY** or periods of absence covered by worker's compensation benefits), an employee will be given one (1) credit which can be accumulated in advance **OF AN OCCURRENCE,** or applied against prior occurrences. The accumulation of credits shall be limited to a maximum of ~~six (6)~~ **FIVE (5)** at any one time **AND MAY NOT BE CARRIED BEYOND DECEMBER 31 OF EACH YEAR.** ~~The attendance credit record will be reset to zero (0) each twenty four month period beginning every other January 1 commencing with January 1, 1996.~~ A perfect calendar month may include the two (2) exceptions listed above.

D) Procedure: The following action shall be taken when an employee's recorded absentee **ABSENCE** occurrences (less any perfect attendance credits) reach a pre-selected point during the ~~twenty-four~~ **TWELVE (12)** month period beginning every ~~other~~ January 1 commencing January 1, ~~1996~~ **1999:**

1. An employee accumulating two (2) absence occurrences shall be given a written "caution".
2. An employee accumulating four (4) absence occurrences shall be given a written "warning".
3. An employee accumulating six (6) absence occurrences shall be given a one (1) day disciplinary lay off.
4. An employee accumulating seven (7) absence occurrences shall be given a written "final warning" and five (5) days disciplinary ~~law~~ LAY off.
5. An employee accumulating eight (8) absence occurrences shall be discharged.

[ SECTION 4. On Hold - not part of this Interim Award. ]

SECTION 5. Sick Leave Incentive.

A. All employees covered hereby, who during any calendar year meet the following criteria regarding absence occurrences shall receive non-cumulative personal leave days in the indicated amounts (**PERFECT ATTENDANCE CREDITS EARNED UNDER SECTION 3 SHALL NOT BE APPLICABLE TO THIS PROVISION**) :

Between January 1 and June 30

<u>Number of Absence Occurrences</u>	<u>Number of Personal Leave Days</u>
Zero	2
1	1
2 or more	0

Between July 1 and December 31

<u>Number of Absence Occurrences</u>	<u>Number of Personal Leave Days</u>
Zero	2
1	1
2 or more	0

There will be one (1) bonus personal leave day credited to each employee who has zero (0) occurrences during the calendar year from January 1 to December 31, making possible a total accumulation of five (5) personal leave days. However, any employee accumulating a total of four (4) occurrences for the calendar year shall not be eligible for any personal leave days.

Sick leave that is donated shall be considered as sick time used, except for disciplinary purposes.

B. These personal leave days may be used for the employee's personal business. The employee shall make arrangements with his/her immediate supervisor to use these days in advance, giving as much notice as possible, but in no case will such notice be less than seventy-two (72) hours unless waived by management. Such time off shall be subject to management approval.

C. Personal leave days will be credited on January 1 of each year following the year in which they were earned.

SECTION 6. Sick Leave Donation. Whenever an employee shall have exhausted all of his/her sick leave, vacation leave and compensatory time, the Lodge may make a written request to have its members donate sick time or vacation time in at least four (4) hour increments to a bargaining unit employee who has a non-occupational illness or injury. All such requests shall be approved subject to the following conditions:

1. Total lifetime received donations shall be limited to four hundred eighty (480) hours.
2. If the determination is of permanent disability, the other provisions of this Agreement and the City's Ordinances and Charter shall take effect.

SECTION 7. Emergency Leave. Employees may be granted the emergency use of credited vacation or compensatory time for the purpose of attending to the serious illness or injury of any family member as defined in Section 2, paragraph A, who is not a current resident in the employee's domicile, if the temporary termination of work will not adversely affect the operations of the department. All such emergency leaves shall be subject to whatever documentary evidence the Department Head may require and shall be granted in

increments of not more than ten (10) working days up to the limit of the employees accumulated vacation or compensatory time.

SECTION 8. ADA. Nothing in this provision shall be construed to abrogate the provisions of the Americans with Disabilities Act (ADA) AND THE FAMILY MEDICAL LEAVE ACT (FMLA).

Thomas L. Gravelle

TL Gravelle 12/10/98  
Panel Chairperson

Thomas Krug

Thomas Krug.  
Union Delegate

Doris A. Schoening

Doris A. Schoening  
City Delegate