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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the 312 Act
Interest Arbitration Between:

City of East Lansing

and

Fraternal Order of Police,
Capitol City Lodge No: 141

Act 312 Case No:
L-92 A-0355

STIPULATED ARBITRATION AWARD AND ORDER

Arbitration Panel:
Hiram S. Grossman, Chairman
Michael Benedict, Employer Delegate
Denise Barowicz, Union Delegate

Appearances:

Employer Representative and Presenter:
Theodore J. Tierney, Esq.

Union Representative and Presenter:
R. David Wilson, Esq.

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INTRODUCTION

Upon petition for arbitration under Act 312, Public Acts of 1969 as amended by the Fraternal Order of Police, Capitol City Lodge No. 141 (hereafter referred to as the "Union"), the contract dispute between the City of East Lansing (hereafter referred to as "Employer" or "City"), and the Union on behalf of all regular full and part-time employees of the Police Department of the City of East Lansing classified as dispatchers was assigned to the Chairman by letter dated May 4, 1993 for resolution under the terms of the Act. Prior to the Union filing its Act 312 Arbitration Petition, the parties had three mediation meetings of four (4) hours each on December 17, 1992, January 5, 1993, and February 18, 1993.

A pre-arbitration conference was held on June 4, 1993 at the Police Department of East Lansing. At the pre-arbitration conference, each party identified issues in dispute. Issues identified by the Union were attached to its Act 312 Petition for arbitration and is attached to this Stipulated Award and Order as Exhibit A. Issues identified by the Employer were contained on Page 2 of a March 16, 1993 letter to Michigan Employment Relations Commission and is attached to the Stipulated Award and Order as Exhibit B.

The collective bargaining agreement, the subject matter of this Act 312 proceeding expired on June 30, 1992. A copy of the collective bargaining agreement containing the bargaining unit description is attached as Exhibit C. The unit description contains both a classification subject to Act 312 arbitration the dispatchers and classifications that are not subject to Act 312 arbitration. The Stipulated Award and Order encompasses only the dispatcher classification subject to the Act 312 proceeding.

July 9, 1993, was the first scheduled day of hearing; instead of the hearing taking place, the parties spent the day negotiating and resolving the issues in dispute. Periodically, the parties reported the status of their negotiations to the arbitration chairperson. Before the day was concluded, both parties happily reported resolution and settlement of all outstanding issues in dispute covering the dispatcher classification subject to Act 312 arbitration had occurred. The parties agreed to enter into and execute a Stipulated Award and Order. A transcript of the various stipulations entered and the terms of the settlement was made and is attached as Exhibit D. The attorney for the City of East Lansing Police Department read the terms of the settlement and the attorney for the Union concurred.

STIPULATED AWARD AND ORDER

At the July 9, 1993 hearing, the parties entered into and agreed to the following stipulations:

1. All the terms of the parties' collective bargaining agreement containing a June 30, 1992 expiration date shall remain in full force and effect except as hereafter amended and/or modified by the parties during the course of negotiations prior to the July 9, 1993 hearing date and on July 9, 1993, the date of the hearing.

2. All disputed issues identified in Exhibit A, the Union's list of disputed issues and Exhibit B, the Employer's list of disputed issues, if not described below, the parties stipulate and

agree the issue(s) was (were) withdrawn or dropped by the parties. The items listed below were specifically identified as being withdrawn.

- A. The workers' compensation issue proposed by the Employer.
- B. The sick leave control program proposed by the Employer.

The items identified below were not specifically identified as being withdrawn but were not identified nor included among those disputed items described below in paragraph 4, that the parties have agreed upon.

- A. New Year's Eve Day proposed by the Union.
- B. Increase the allowance of physical examination to \$200.00.

3. All items identified in Exhibit B, the Employer's exhibit as tentatively agreed to prior to the July 9, 1993 hearing date and listed below, the parties stipulate and agree have been tentatively agreed to and shall be incorporated into the parties collective bargaining agreement.

- A. Contract duration - two years (July 1992 through June 1994).
- B. Optical Coverage as provided to non-union employees.
- C. Vacation schedule.
- D. Longevity - method of payment and "me too" clause. No change in longevity and the employer will pay the full cost of the benefit.
- E. Eliminate Lead positions and add Supervisor positions - \$0.90 per hour first year and \$0.65 per hour second year.

4. All the remaining disputed issues, the parties stipulate and agree have been settled as follows, and as set forth and described in Exhibit D, page 5-8.

A. Wages

1st year of agreement 3.5% wage increase retroactive to July 1, 1992.

Beginning of the second year of the agreement 2.5%.

B. Retirement

Effective 1/1/94 the Employer will provide by adding B-3 retirement benefit.

C. Health Care Issues

Whatever is decided with non-supervisory police officers Act 312 arbitration proceeding will be binding on the Employer and Union with respect to this collective bargaining agreement and bargaining unit.

D. Long Term Disability Benefit

1. Effective September 1, 1993, the Employer will contribute up to a maximum of \$13.00 per month towards the long term disability benefit.
2. The Employer will contribute \$3.00 per month retroactively from July 1, 1992 until September 1, 1993 for the long term disability benefit; thereafter the Employer's obligation described in Paragraph D.1. above commences. The Employer will make the retroactive payment in a lump sum.

E. Health Care Buy Out Benefit

The Employer will extend to the bargaining unit and include in the collective bargaining agreement the Health Care buy-out benefit as is currently existing in the Department of Public Works agreement.

F. Additional Job Opportunity

The Employer will post an additional job opportunity for a secretary in the police secretary/police investigation.

The Arbitration Panel consisting of the Arbitration Chairperson, Hiram S. Grossman, and the Union Co-Panelist Denise Barowicz, Executive Director, and the Employer Co-Panelist

Michael Benedict, Director of Personnel and Human Relations, have read and reviewed the Stipulated Award and Order, the two Co-Panelists have discussed this matter with their respective parties and attorneys and counselors, and hereby execute their signatures to this Stipulated Act 312 Arbitration Award and Order with respect to all matters contained herein and are encompassed as a part of the Act 312 Arbitration Stipulated Award and Order.

Dated: 9-2-93

Hiram S. Grossman

Hiram S. Grossman, Chairperson

Dated: 9-2-93

Denise Barowicz

Denise Barowicz

Union Delegate

Dated: September 2, 1993

Michael Benedict

Michael Benedict

Employer Delegate

c:\hsq\police.arb

ATTACHMENT TO PETITION FOR ARBITRATION

Article 12 - Holidays

Add New Years Eve day

Article 17 - Physical Examinations

Increase the allowance of a physical to \$200

Article 21 - Retirement

Add B3 at city expense

Wages

4% first year/4% second year

Shift Differential

Add a "me too" clause whether or not the issue is resolved through an arbitration

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March 16, 1993

Capitol City Lodge No. 141, Fraternal Order of Police
East Lansing Support Unit and City of East Lansing
MERC No. L92 A-0355

Unresolved issues in dispute:

(Please note that these issues are for the entire bargaining unit and will be matters of consideration in arbitration and/or fact finding.)

1. Sick leave control program.
2. Workers compensation.
3. Health insurance cost containment measures.
 - a. Deductible amount.
 - b. Drug co-pay
 - c. 4th medical plan.
 - d. Premium co-share.
 - e. Waiver of group medical insurance.
 - f. Car/health insurance coordination.
 - g. Retiree coverage changes.
 - h. New employee waiver or low cost plan.
 - i. New employee defined contribution in lieu of defined benefit for retiree health.
 - j. Tighter control of who pays for insurance on an unpaid status.

Items tentatively agree to:

1. Contract duration - two years (July 1992 through June 1994).
2. Optical coverage as provided to non-union employees.
3. Vacation schedule.
4. Longevity - method of payment and "me too" clause.
5. Eliminate Lead positions and add Supervisor positions - \$.90 per hour first year and \$.65 per hour second year.

AGREEMENT
BETWEEN
THE
CITY OF EAST LANSING, MICHIGAN
AND
THE
EAST LANSING POLICE SUPPORT SERVICES UNIT
CAPITOL CITY LODGE #141
FRATERNAL ORDER OF POLICE

July 1, 1990 - June 30, 1992

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AGREEMENT

This agreement is entered into between the City of East Lansing, Michigan (hereinafter referred to as the "City") and the East Lansing Police Support Services Unit employees, a division of the Fraternal Order of Police, Capitol City Lodge No. 141 (hereinafter referred to as the "Lodge"). It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

1.1. Recognition. Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1947 as amended, the City does hereby recognize the Lodge as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement for all regular full-time and part-time employees of the Police Department of the City of East Lansing whose positions are classified as dispatcher, parking enforcement officer and clerical employees currently titled police records assistant, police clerk typist and police investigation secretary. All other employees in this department are excluded from recognition in this bargaining unit.

1.2. Definition of Part-Time. Part-time is defined as any employee that is required to work thirty (30) or less hours per week. However, this does not mean that the City cannot, on an intermittent basis, require the employee to work more than thirty (30) hours in any given week.

1.3. 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.

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and United States, the City Charter, the East Lansing Code and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which are ordinarily vested in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and

increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoff and reductions in workweek or workday; (g) to permit municipal employees other than Police Department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classification. In the event the Lodge does not agree that the rate is proper, it may request within two (2) weeks of implementation of the new or changed classification that the City negotiate the rate; (j) to determine lunch, rest periods and clean-up times, the starting and quitting times, and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereafter without notice to the Lodge, and its reasonableness may be subject to the grievance procedure; (n) to transfer, promote and demote employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work. The City and Lodge hereby

agree and recognize that the delivery of essential public safety service in the most efficient, effective and courteous manner is of paramount importance.

The City shall have the right to cancel all leaves, vacations, pass days, holidays and any other paid or unpaid leaves of absence or days off in the event of a declared emergency in the City. If the employees reporting to work under this provision is entitled to be compensated at overtime rates, nothing contained in this section shall limit or restrict such overtime compensation.

ARTICLE 3

PUBLIC SECURITY

The Lodge recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Lodge therefore agrees that there shall be no interruption of the services performed by employees covered by this agreement, for any cause, whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises while on duty. The Lodge further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this section by the Lodge shall be deemed a violation of this agreement. Any employee who 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 4

LODGE MEMBERSHIP

4.1. Check-Off. The City shall collect Lodge dues on a monthly basis from all employees within the bargaining unit who are members of the Lodge and who have executed the following authorization for check-off of dues form:

CHECK-OFF AUTHORIZATION FORM
FRATERNAL ORDER OF POLICE LODGE #141
CITY OF EAST LANSING, EAST LANSING, MICHIGAN

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my F.O.P. dues of \$_____ per month as prescribed by Lodge #141. The amount deducted shall be paid to the treasurer of the Lodge according to the agreement reached between the City and the Lodge.

PRINT: Rank	Last Name	First Name	Middle Initial
Date Deduction Is To Start	Signature_____		
	Address _____		
	City, State_____		
Month	Year		

The City shall deduct from the first pay of each month the authorized Lodge dues for such month and promptly remit the same to the treasurer of the Lodge. The City shall be free from any liability by reason thereof to those employees whose dues are so deducted. Monthly dues shall be deducted by the City only on receipt of the properly executed payroll deduction authorization

form of the type shown above. The City shall continue to deduct monthly Lodge dues at the rate in force on the date of signing this agreement until officially notified of a change by the Lodge treasurer who is the sole authorized representative of the Lodge for the purpose of certifying the amount of such change.

4.2. Lodge Security. Employees covered by this agreement at the time it becomes effective and who are members of the Lodge at that time shall be required as a condition of continued employment to continue membership in the Lodge for the duration of this agreement.

Eligible employees hired or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment, within 31 days after their date of hire, to become members of the Lodge, or pay to the Lodge each month a service charge in an amount equal to the cost of collective bargaining and contract administration, the amount of which fee shall be certified to the City prior to the collection of such fee by the City.

As a condition of continued employment, all members in the bargaining unit shall either become and remain members in good standing of the Lodge, or pay a representation fee to the Lodge which shall be less than one hundred percent (100%) of the regular monthly dues paid by Lodge members, and which sum shall accurately represent the amount from said employees due the Lodge as their fair share of costs attributable to negotiating and

administering the terms of this agreement, which sum shall include by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts of Lodge activities.

Should this contract provision be held by a Court of competent jurisdiction to be invalid, illegal or unconstitutional, the Lodge and/or its members shall indemnify and save the employer harmless against and from any and all claims, demands or suits or other forms of liability that may arise out of or by reason of action taken by the City for the purposes of complying with this Article.

ARTICLE 5

LODGE BARGAINING COMMITTEE

5.1. The bargaining committee of the Lodge will consist of not more than three employees of the City of East Lansing Police Department classified as dispatcher, parking enforcement officer, police records assistant, police clerk typist or police investigation secretary, and may not include more than one non-union employee representative.

The Lodge will furnish the Personnel/Labor Relations Director with a written list of the Lodge's employee bargaining committee prior to the first bargaining meeting. The Lodge agrees that no changes will be made in the personnel of the bargaining committee thereafter without prior written notice to the City and without a formal vote of the members of the bargaining unit.

5.2. City employees of the Lodge bargaining committee will be paid for the time spent in negotiations with the City including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over, but only for the straight time hours they would otherwise have worked had they worked their regularly scheduled shift.

5.3. On those occasions when the Capitol City Lodge #141, Fraternal Order of Police, has a scheduled evening Lodge meeting, the President of this Unit will attempt to be scheduled off work. When that is not possible, the Unit President will let the City

know by no later than the 20th day of the month preceding the next month's meeting that he or she intends to attend the Lodge meeting. However, the Unit President may use this provision no more than four (4) times in any contract year.

For those occasions in excess of four, upon approval of the lieutenant in charge of records, the division representative will be allowed to attend the F.O.P. Executive Board meeting. Denial of these additional requests are not a grievable matter.

ARTICLE 6

PROBATIONARY PERIOD

All new employees hired as a dispatcher, parking enforcement officer, police records assistant, police clerk typist or police investigation secretary are subject to a probationary work period of one (1) year. New employees will be evaluated at least once every three (3) months during the probationary period.

The Lodge shall only represent probationary employees for the purposes of collective bargaining in respect to rates of pay, hours of employment and benefits; other than matters concerning discipline or discharge.

Nothing herein is to be construed as a guarantee to any probationary employee of a specific duration of employment.

ARTICLE 7

SENIORITY

7.1. Definitions of Seniority. Seniority shall be defined as the following:

- a) City seniority shall be the status obtained by an employee by the length of his continuous full-time service in the City since his last appointment date. Regular part-time employees who subsequently acquire full-time status shall be given credit for their part-time service with the City in determining their City seniority. Such credit shall be equal to the average number of hours worked per week divided by 40 hours times the number of years worked.
- b) Department seniority shall be the status obtained by an employee for the length of his continuous full-time service in the East Lansing Police Department since his last appointment date.
- c) Classification seniority shall mean the status obtained by an employee for the length of his continuous full-time service in the classification of parking enforcement officer, dispatcher, police records assistant, police clerk typist, or police investigation secretary. Classification seniority begins when an employee enters a classification.

7.2. Seniority Lists. The City shall maintain a roster of employees arranged according to seniority showing name, position

and date of hire and once each year upon request of the Lodge shall furnish a copy of the list to the Lodge. The City shall also post the seniority list no later than 30 days following the execution of this Agreement. Any grievance with respect to the seniority list must be filed within 30 days from the date of the posting.

7.3. Loss of Seniority. An employee shall lose his status as an employee and his seniority if:

- a) He resigns or quits.
- b) He is discharged for just cause.
- c) He retires.
- d) He is convicted of a felony, which is defined as any criminal offense carrying a maximum penalty of more than one (1) year.
- e) He has been on lay-off and/or an unpaid leave-of-absence for a period of time equal to his seniority at the time of his lay-off and/or unpaid leave-of-absence or two years, whichever is less.
- f) He is absent from work including the failure to return to work at the expiration of a leave-of-absence, vacation or disciplinary lay-off before the beginning of the third work day following the absence without notifying the City, except when the failure to notify is due to circumstances beyond the control of the employee.

ARTICLE 8

LAYOFF AND RECALL

8.1. Definitions. Layoff shall mean the separation of employees from the active work force due to the lack of work or funds or to abolishment of positions because of changes in organization.

8.2. Order of Layoff. If and when it becomes necessary to reduce the number of employees in the work force, the City shall call a meeting as provided for in Article 21, Special Meetings. Employees shall be laid off in inverse classification seniority order, based on capability of performing available jobs. Employees shall be recalled in the same order. Any employee laid off in a particular classification under this section shall, if his departmental seniority justifies, and he so elects, prior to the effective date of layoff, and if he is capable of performing that job, have the right to bump an employee with less departmental seniority in a different classification in the same bargaining unit.

Anything to the contrary notwithstanding, it is understood that clerical employees shall not have the right to bump dispatchers and parking enforcement officers, and dispatchers and parking enforcement officers shall not have the right to bump clerical employees.

An employee bumped under this procedure shall be treated the same as if he were originally placed on layoff.

8.3. Notice of Layoff. Employees to be laid off indefinitely shall be given at least 21 calendar days prior notice.

8.4. Recall from Layoff. Employees to be recalled from layoff shall be given a maximum of 10 calendar days to respond after the notice has been sent by certified mail and first class mail to their last known address.

Employees who decline recall or who, in the absence of extenuating circumstances satisfactory to the Police Chief, have failed to respond as directed within the time allowed shall be presumed to have resigned and their name shall be removed from the seniority list.

ARTICLE 9

WORKING HOURS AND OVERTIME COMPENSATION

9.1. Work Days and Hours. Full-time employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by the City.

Full-time employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof.

Determination of the starting time of daily, weekly and monthly work schedules shall be made by the City.

The work week for full-time police records assistants; police clerk typists and police investigation secretaries shall be Monday through Friday. The work week shall be as determined by the Police Chief for part-time employees. It is understood part-time employees will not be utilized for the purpose of depriving full-time employees of overtime.

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. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees are expected to return to duty when requested by the Police Chief or his designee.

Dispatchers and parking enforcement officers covered hereby shall be entitled to a one-half hour paid lunch period for each scheduled duty day. Police records assistants, police clerk

typists and police investigations secretaries shall be entitled to a one hour unpaid lunch period for each scheduled duty day.

Upon the approval of the Chief or his designee, police records assistants, police clerk typists and police investigations secretaries may go to a flexible shift which provides for a one-half hour unpaid lunch with variable starting or quitting times.

Effective with the implementation of this contract, training duty day costs are \$10.00 per day for travel, parking and food for training within the local area.

9.2. Overtime Compensation. Time and one-half (1 1/2) an employee's regular hourly base rate of pay will be paid for all approved time necessarily spent on the job in excess of eight (8) hours per day.

9.3. Pass Days. Employees shall earn eight (8) pass days every twenty-eight (28) days for a total of one hundred four (104) pass days each year.

For parking enforcement officers, pass days will be scheduled a minimum of two (2) consecutive days unless otherwise agreed to by the employee.

For dispatchers, pass days will be handled in the following manner:

- a) Scheduling. A shift schedule will be posted once every thirty (30) days indicating the normal workday for every member of the bargaining unit. (Said schedule shall be posted at least five (5) days prior to its effective date.) The City must give five (5)

days notice before changing an employee's posted shift schedule unless otherwise agreed to by the employee.

- b) Changing. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from the shift commander. Due consideration of the employee's wishes as well as the needs of the department will be taken into account regarding all such requests.

Determination of the shift assignments, starting time of daily, weekly and monthly work schedules, shall be made by the City. 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. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees are expected to return to duty when requested by the Police Chief, City Manager, or their designated representative.

9.4. Call Backs. Employees covered hereby who are called back to work from an off-duty status, will be paid at the rate of time and one-half (1 1/2) with a minimum of two (2) hours payment at overtime rates.

9.5. Shift Preference. For parking enforcement officers, shift preference will be on the basis of seniority and ability to perform the job among employees. The amount of seniority required to be eligible for the shift preference shall be one (1) year.

For dispatchers, a permanent shift shall be defined for the purpose of this section as a shift with the same starting time and finishing time for each day worked throughout the term of this contract.

9.6. Court Time. Off-duty employees who are subpoenaed into court, or who must go to court to validate a complaint/warrant, shall be paid at a rate of one and one-half (1 1/2) times their normal hourly rate of pay, with a minimum of two (2) hours payment at overtime rates, exclusive of lunch periods.

9.7. Pyramiding. Payment for overtime and callback time shall not be duplicated for the same hours as heretofore provided.

9.8. Overtime List. There will be a sign up sheet for those dispatchers who wish to work overtime. When an overtime situation occurs, those on the list will be contacted first for overtime. If those on the list are not available, overtime will be assigned to those dispatchers who work closest to the overtime assignment. If the overtime assignment cannot be filled, the City will then assign whoever is available.

However, there is no change in the practice of having people sign up for overtime in advance. Also, the City will attempt to use the above procedure to fill overtime assignments, but if it is not possible to fill an overtime assignment in this way, the City will hold over dispatchers as necessary.

In the event an employee is needed to work non-scheduled overtime, the overtime assignment shall be first offered to the most senior employee on the shift, if rejected by that person the next senior employee shall have the option to work the assignment. If none of the employees on the shift volunteer to accept the overtime assignment, the least senior employee on the shift shall be required to secure another employee to volunteer for the assignment or will be required to work the overtime assignment as mandatory overtime. However, if the least senior employee is required to work mandatory overtime more than four (4) times in a calendar month, the next junior employee working the shift will be required to work the mandatory overtime assignment.

ARTICLE 10
VACATION LEAVE

10.1. Procedure. The time at which an employee shall take his vacation shall be determined by the department head with due regard to the wishes of the employee and particular regard for the needs of the service. Sufficient advance notice shall be given the department head to allow him to establish vacation schedules and to arrange working schedules accordingly.

10.2. 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 an employee during a leave-of-absence without pay. No employee shall be entitled to vacation leave credit until he has completed six (6) months of service, at which time he will be credited with fifty-two (52) hours vacation.

10.3. Computation of Benefits.

- a) The maximum amount of vacation leave which can be earned by a member of this bargaining unit is as follows:

<u>Length of</u> <u>Employment</u>	<u>Vacation Accrual</u> <u>Days/Year or Hours/Year</u>	
Date of Employment through 5 yrs.	13	104
6 years through 10 years	15	120
11 years through 15 years	19	152
16 years and over	24	192

Vacation leave is computed from the first full working day of an employee. If a legal holiday falls within an employee's vacation period, an extra day shall be given. For those employees hired on or after ratification of this agreement, the maximum amount of vacation leave which can be earned by a member of this bargaining unit is as follows:

<u>Length of Employment</u>	<u>Vacation Accrual Days/Year or Hours/Year</u>	
Date of employment through 5 yrs.	10	80
6 years through 10 years	12	96
11 years through 15 years	16	128
16 years through 20 years	21	168
21 years and over	23	184

- b) An employee may not accumulate more than two (2) year's vacation leave time. Under certain conditions, special exceptions can be made regarding accumulation in excess of two (2) year's vacation leave. Written request must be made by the employee and a final, binding determination will be made by the Chief of Police.
- c) Employees terminating their employment with the City before completing six (6) months of service shall receive no vacation pay. Employees who have completed six (6) months of service with the City shall be paid for any unused vacation leave when they terminate employment.

10.4. Pay Advance. If a regular payday falls during an employee's vacation, the employee shall receive his paycheck in advance prior to going on vacation, provided he makes a request for such check two (2) weeks prior to the date the check is to be issued.

ARTICLE 11

SICK LEAVE

Sick leave is not a privilege which employees may use as additional leave time, but is a benefit which may be used only in cases of actual sickness, disability or pregnancy. Sick leave may also be used for doctor or dentist visits, or in the case of illness in an employee's immediate family. Immediate family is defined for purposes of this article as the employee's spouse and children. While absent from work due to illness or injury, employees shall be paid from their sick leave credit as provided herein.

11.1. Procedure. To receive compensation while absent on sick leave, employees shall notify their immediate supervisor or department head at or before the time set for the beginning of the workday unless unusual circumstances prevent proper notification. When absences are for more than one (1) week, employees are required to file a physician's certificate unless the department head has personal knowledge of the employee's sickness or disability. No sick leave shall be granted without the approval of the employee's department head. In the case of illness or injury, sick leave benefits must be used prior to using other leave time benefits.

11.2. Eligibility. All regular employees are eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month of service up to the

amount accumulated at the time of illness. Employees injured on any other gainful employment outside of City employment are not eligible for sick or disability benefits through the City.

11.3. Computation of Benefits.

- a) Regular full-time employees are entitled to sick leave credits of one working day for each completed month of service, except that no sick leave credits may be earned during a leave of absence without pay. Sick leave is computed from the first full working day of the employee. In the case of employees with less than one month's full-time service with the City, sick leave shall be prorated in proportion to their length of service. The amount of sick leave charged to an employee shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during the sick leave absence.
- b) At the end of each year, any unused sick leave becomes accumulative, with accumulation of sick leave being unlimited.
- c) Payment shall be made for one-half of an employee's accumulated sick leave up to a maximum payment of sixty (60) days at retirement (directly to the employee) or at death (to the employee's heirs). In the event of a duty death, payment shall be made for 100 percent of an employee's accumulated sick leave up to a maximum payment of one-hundred twenty (120) days to the employee's heirs. If an employee freezes retirement benefits after

ten (10) or more years of service and leaves the employment of the City, that employee shall not be entitled to a payment for accumulated sick leave at retirement.

- d) Retirement is defined for purposes of this section as those retirees from the City who qualify for retirement under the provisions of the Michigan Municipal Employees Retirement System.

ARTICLE 12

HOLIDAY LEAVE

The following days have been designated as paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day and Martin Luther King's Birthday.

If an employee works on a scheduled holiday, the employee shall receive pay at time and one-half (1 1/2) his regular hourly rate for all hours so worked on the holiday, plus another day off. For time worked after eight (8) hours worked on the holiday, the employee shall receive double time for the time worked beyond eight (8) hours, but no additional time off as holiday compensation.

Observance of a holiday for dispatchers will be the actual holiday. For other employees covered by this agreement, when a holiday falls on a Saturday, the preceding Friday shall be considered the holiday, when a holiday falls on a Sunday, the following Monday shall be considered the holiday.

If a holiday, as defined above, falls on an employee's scheduled pass day, the employee will receive another day off at a time to be determined by the Police Chief or his designated representative.

Employees shall be allowed to accumulate holiday leave time up to a maximum of one hundred sixty (160) hours of accumulation. Employees shall be allowed to take the time with due regard for their wishes and the needs of the department. Advance notice as

specified by the Chief is necessary so that the Chief of Police shall have sufficient time to make the leave schedule and to arrange the work accordingly. An employee who terminates employment with the City shall be compensated for all accumulated holiday leave time.

To qualify for holiday benefits, the employee must report to work on the City's regularly scheduled work day immediately preceding and immediately following the City's scheduled holiday unless the employee has otherwise been excused by the Chief of Police.

If an employee terminates employment with the City, no holiday pay shall be accumulated after the last day worked.

If an employee is on an extended leave of absence, the employee shall not qualify for holiday pay.

ARTICLE 13

PERSONAL LEAVE

Employees of this bargaining unit are provided four (4) nonaccumulating personal leave days per year. The procedure for using these additional leave days is the same as the procedure outlined for vacation leave. The personal leave days are available to the employee commencing with the first day of employment. New employees receive a pro-rated share of personal leave in increments of 2.66 hours credit for each month of service they will have worked up to July 1st of each year.

Personal leave days are non-accumulating and must be used by June 30th of each year.

An employee terminating employment from the City shall be paid for any unused personal leave time.

ARTICLE 14

OTHER LEAVE

14.1. Military Leave.

A. Employees who enlist into the Armed Forces of the United States under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to leaves of absence without pay for the period of service required by such original enlistment. The term of their original enlistment shall be included in the computation of their longevity benefits and terms of employment, 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 positions comparable to them, provided 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 cases of re-enlistment, this Article shall not apply.

B. 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. Request for military reserve leave of absence must be accompanied by a

written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay (exclusive of travel and subsistence pay) shall be allowed for a period of not more than two weeks.

14.2. Funeral Leave. A maximum of five (5) days of funeral leave time with no loss of pay may be utilized for attendance at funerals for an employee's spouse or children. A maximum of three (3) days of funeral leave time with no loss of pay may be utilized for attendance at funerals for an employee's immediate family. Sick leave time may be utilized for attendance at non-immediate family funerals only on specific permission from the department head. Immediate family is defined for purposes of this article as the father, mother, sister, brother, father-in-law, mother-in-law, and grandparents of the employee.

14.3. Extended Sick Leave Absence.—An employee who is ill or disabled and has exhausted all leave time credits shall apply in writing to the department head for an extended sick leave absence for up to thirty (30) days which may be renewable for good cause shown by the employee but not renewable for longer than three (3) months from the first date of illness or disability, unless otherwise approved by the Chief and City Manager. An employee's illness or disability must be authenticated in writing by the attending physician. In the event an extended sick leave absence is granted, it shall be granted without pay or benefits and without a loss in seniority.

14.4. Maternity Leave.

A. An employee who is pregnant and who does not wish to resign may request a maternity leave of absence. The leave shall be without pay and benefits unless the employee desires to use accumulated leave time benefits. The leave shall be without a loss in seniority. Maternity leave must be applied for in writing to the Chief of Police.

B. If it is necessary for the employee to restrict work-related activities, a doctor's certificate must be provided to the Chief specifying the restrictions. It shall be the responsibility of the employee to safeguard the welfare of the unborn child.

C. An employee's maternity leave shall end twelve (12) weeks from the date on which the leave began. The employee may return to work earlier if the attending physician certifies that the employee is physically able to do so without restriction. The employee must submit a release to the Chief from the doctor before returning to work.

D. A maternity leave may be extended for an additional twelve (12) weeks upon a written request to the Chief by the employee and with the approval of the Chief and City Manager. An extended maternity leave may be denied if no physical problems are evident and if the needs of the department are not being met. The denial shall be put forth into writing and shall specify the reasons for the denial.

E. Upon returning to work the employee has the right to displace anyone with less seniority in the same classification and in the unit in which the employee worked at the time the leave of absence was granted.

F. An employee may use leave time credits in conjunction with the maternity leave, but leave time credits may not be used to extend the maternity leave beyond the time approved by the Police Chief.

G. An employee who fails to return to work at the end of a maternity leave or any approved extension thereof, shall be discharged.

14.5. Jury Duty and Witness Service. An employee asked to serve on a jury or as a witness shall be granted leave time without loss of pay, benefits or seniority. The City shall make up the difference between the jury duty or witness fee and the employee's regular wages.

When serving on jury duty or as a witness, the employee shall turn fees (exclusive of mileage fees for use of employee's own vehicle) received from the court over to the City, at which time the City shall provide the employee with a regular paycheck. Employees may retain the fees if they are on leave from the City.

14.6. Other Leaves of Absence. Other leaves of absence requested by an employee must be made in writing to the Chief and shall not be granted without the approval of the Chief and the City Manager or a designee of the City Manager.

14.7. Continuation of Hospitalization and Life Insurance Benefits. If an employee finds it necessary to take an extended leave of absence from City employment, the employee may maintain health and life insurance coverage through the group plans for ninety (90) days with all premiums paid quarterly and in advance by the employee. If the employee's leave is for longer than ninety (90) days, the employee may convert the plans from group policies to private policies without having to take a physical examination. This must be done within the thirty (30) day change-of-status period as specified by the City's insurance contracts or the employee shall no longer be covered by hospitalization and life insurance benefits.

14.8. Cessation of Retirement Service Credits. Retirement service credits shall stop once an employee goes on an extended leave of absence. However, all the monies contributed by the City and the employee remain in the system and service credits begin again as soon as the employee returns to work.

14.9. Leave Time Donations. If a circumstance arises where employees are desirous of donating time off to a fellow employee(s), a special meeting may be requested under Article 21 to determine if and how such a program could or should be implemented; it being agreed that the outcome of such a meeting would not be subject to redress under the grievance procedure.

ARTICLE 15

WORKER'S COMPENSATION AND SAFETY

15.1. 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 immediately be reported to the employee's supervisor for appropriate action.

15.2. Full Pay for 30 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 the period of time herein prescribed, receive only that portion of his regular salary, which, together with such compensation, equals his regular salary. Such payments by the City shall not be deducted from the employee's accumulated sick leave for the first 30 calendar days while on compensation.

15.3. Use of Sick Time. After the first 30 calendar days on compensation, an amount equal to the difference paid by the City between an employee's worker's compensation and his regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between worker's compensation and the employee's salary. An

employee will continue to accrue and receive benefits for the first 30 calendar days while on compensation. When this period has elapsed, he shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

15.4. Simultaneous payment 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 24 hours any injury sustained by him, it shall be presumed that such injury resulted from his own negligence. All cases where negligence on the part of the employee injured is determined or presumed by the department head or City Manager may be appealed by such an employee to the Board of Appeals consisting of the Mayor Pro-Tem and the City Attorney, and their decision shall be final.

15.5. Extensions. Any employee covered by the collective bargaining agreement may apply to the Chief for an extension of the 30 calendar day period during which payments by the City shall not be deducted from the employee's accumulated sick leave. The Chief shall review the circumstances presented and shall make a recommendation to the City Manager as to whether or not good cause has been shown for extending the above 30 calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendations and such other circumstances as he deems appropriate, make a final and binding decision as to whether or

not the above 30 calendar day period shall be extended, and if so, the appropriate duration of such extension. Requests for such extensions shall lie within the sole discretion of the Chief and the City Manager, and any determinations by the City regarding such requests for extension shall be final and binding on all parties and shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.

15.6. Health Insurance. An employee who is injured in the line of duty and who has exhausted his sick leave benefits shall continue to be covered by the City's group health plan with payments made by the City. In the event of death in the line of duty, an employee's spouse and dependents shall continue to be covered by the City's group health plan with payments made by the City for one year.

ARTICLE 16

LONGEVITY PAY

All regular full-time employees in the active service of the City on or before October 1 of any year, shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment:

- a) Longevity pay shall be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity pay is due. The maximum amount of an employee's salary which is subject to longevity computation shall be \$14,000.00.
- b) Longevity pay shall be based on full-time, continuous service. Following completion of five years of such service on or before October 1 of any year, and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement, between October 1 dates, shall be eligible for a calendar month's prorated payment of their longevity pay, payable upon separation.

c) Payments to employees who become eligible on or before October 1 of any year shall be due the subsequent December 1.

d) Longevity payment schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 or more and less than 10 yrs.	2% of annual wage
10 or more and less than 15 yrs.	4% of annual wage
15 or more and less than 20 yrs.	6% of annual wage
20 or more yrs. continuous service	8% of annual wage

e) In the event any other City of East Lansing employee group negotiates an improvement in the longevity benefit, this group shall receive the same benefit, except that this section shall not apply in the event another City of East Lansing employee group receives the improvement as part of a compulsory interest arbitration decision.

ARTICLE 17

HOSPITALIZATION - MEDICAL COVERAGE

All regular, full-time employees covered by this agreement are eligible for WeyCo, Inc. currently provided which includes group hospital, medical and surgical insurance coverage known as MVF-II Plan with Rider ML 1890, semi-private room privileges and a \$2.00 co-pay prescription drug rider. Additionally, Master Medical Option II is provided. These coverages are available for the employees and their dependents. The City will pay the full family coverage premium for the employee, spouse and children. If an employee wishes to cover other eligible dependents (dependent as defined by the Internal Revenue Service for at least six (6) full months), the employee will pay the additional cost for this coverage monthly by payroll deduction. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent.

Effective January 1, 1989, the Master Medical Option II, WeyCo Inc. Plan will be \$150/\$300 with the three office visits continuing at three. Effective January 1, 1990, the three office visits will be reduced to two.

Effective January 1, 1992, the traditional plan shall be amended for current employees and employees who retire on or after January 1, 1992, as follows:

- (A) The major medical deductible will be for all medical charges.

- (B) The deductible is waived if PPOM (Preferred Providers of Michigan) providers are used (\$5.00 PPOM co-pay only).
- (C) The physical exam amount will be increases from \$100 to \$150.
- (D) The \$2.00 drug co-pay will be increased to \$4.00 effective March 1, 1992.

Also available to all regular full-time employees of the City is hospital, medical and surgical insurance coverage through Health Central, Inc. of Michigan or Physician's Health Plan, Inc. The City will pay the full family premium as stated.

Employees are free to select either plan at the time of employment. The opportunity to change plans is provided once a year during the re-opening period in February with the coverage becoming effective on March 1st.

The original coverage begins upon employment. 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 February re-opening to enroll. Coverage would become effective March 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 re-opening to add the new members.

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, provided they pay the premium for such

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

Hospitalization will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse, but the spouse would have conversion privileges. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his or her spouse, the City will continue to insure the spouse. Should the spouse remarry, the City will no longer provide coverage, but the spouse would have conversion privileges.

ARTICLE 18
DENTAL INSURANCE

All regular, full-time employees covered by this agreement are entitled to a dental insurance plan as specified in Appendix B. Employees are entitled to join the group dental plan at employment and coverage ends at termination of City employment.

Dental insurance will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

Effective January 1, 1987, the dental benefit as specified in Appendix B remains unchanged except as reflected below:

Maximum Calendar Year Benefit for Combined Type A, B and C Expenses: \$1,000.

<u>Benefit</u>	<u>Coverage Description</u>
Type A Expenses (Diagnostic and Preventive Services)	100% R and C
Type B Expenses (Basic Services)	50% R and C
Type C Expenses (Major Services)	50% R and C
Type D Expenses (Orthodontic Services)	50% R and C To a maximum lifetime benefit of \$1,000/ covered person.

If any other employee group should be granted a coordination of dental benefits for married couples where both work for the City either through negotiations or because of a grievance arbitration award, this Unit shall also receive the benefit.

ARTICLE 19

GROUP LIFE INSURANCE

After completion of six (6) months full-time continuous service, the City shall provide to full-time, regular employees covered by this agreement a life insurance policy with accidental death provisions at City expense in the amount of \$30,000.00

ARTICLE 20

DISABILITY INSURANCE

Effective July 1, 1989, for full time employees only, a disability insurance plan shall provide the benefits listed in Appendix C hereof, and 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 \$10 per month per employee and each employee the balance through payroll deduction for monthly premiums.

Prior to implementation of this benefit, the Lodge as a group may agree to join or not join the disability program.

ARTICLE 21

RETIREMENT AND SOCIAL SECURITY

Upon employment with the City of East Lansing, eligible employees are automatically covered by Social Security with required payroll deductions.

Each regular, full-time employee covered by this agreement becomes a member of the City's retirement system. The City belongs to the Michigan Municipal Employees Retirement System.

Employees covered by this agreement receive benefit C-1 with a waiver of Section 47(f). Employees may retire at age fifty-five (55) with twenty-five (25) years of service or at age sixty (60) with ten (10) years of service.

Effective July 4, 1983, the contribution made by employees of this bargaining unit to the retirement system will be made by the City.

Unless otherwise prohibited by State or Federal law, the City's official retirement age shall be sixty-five (65). Employees wishing to work beyond that age may submit a request for an extension in writing to the Police Chief. The Police Chief and Personnel Director shall consider the request and make a recommendation in writing to approve or deny the request to the City Manager. The City Manager may approve or deny the request based upon a review of the appropriate information. In accordance with the provisions of the City's retirement plan, retirement is mandatory at age seventy (70).

Effective July 1, 1987, employees of this bargaining unit will be covered by retirement benefit B-1 with a waiver of Section 47(f).

Effective July 1, 1990, the City agrees to add the F-50 benefit with 25 years of service at City expense.

Effective January 1, 1992, the City agrees to add the C-2 with B-1 at City expense.

Government and Military Service Credits.

Retirement credits for military service and other government employment (Blanket Resolution).

Current employees must exercise their option to purchase previous government and military service by June 30, 1989. However, current employees who are not yet vested in the retirement system may exercise their option to purchase previous military time no later than six (6) months from the date on which they vest in the retirement system. There will be no blanket resolution available to new hires as of the signing of this agreement.

ARTICLE 22

SPECIAL MEETINGS

Special meetings for important matters may be arranged between the Lodge and the employer upon written request of either party. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Lodge. 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.

ARTICLE 23
GRIEVANCE PROCEDURE

22.1. Definition of a Grievance. A grievance is defined as a claim reasonably and logically founded of a violation of this agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provision of this definition shall be automatically denied as not constituting a valid grievance.

22.2. Rules of Grievance Processing.

A. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their required duties.

B. No grievance shall be valid for more than five (5) calendar days after the employee knew or should have known of the existence of the claim.

C. Management representatives shall date and sign the grievance indicating receipt thereof.

D. When a management representative returns the form with his answer on it, the grievant shall date and sign the grievance indicating receipt thereof.

E. A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.

F. A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.

22.3. Steps of the Grievance Process. Whenever a grievance arises, an employee may present said grievance to his command officer and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this agreement, provided that the employee's representative has been given the opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his command officer to discuss the grievance. If the issue is unresolved, the employee, on his own time, may contact his representative, who, on his own time, shall reduce the grievance processing provided for in this article. Failure to comply with all of the requirements as set forth in the following grievance procedure or with the rules for grievance processing shall be a basis for the denial of a grievance.

Step 1. A representative, no later than three (3) days following the employee's verbal contact, shall present the written grievance to the grievant's command officer; the command officer, no more than three (3) days later, shall write his answer on the form and return same to the employee's representative.

Step 2. If the command officer's answer in Step 1 is not satisfactory to the grievant, the employee's representative may, within three (3) days thereafter, present it to the Police Chief or his designated representative who shall answer it, in writing on the form, not more than three (3) days later.

Step 3. If the answer of the Police Chief in Step 2 is not considered satisfactory by the employee, the employee's representative or his designee may, within three (3) days thereafter, present it to the City Manager or his designee. The City Manager or his designee may call a meeting at which any participant who has participated in a previous step may attend. The City Manager or his designee shall answer the grievance, in writing, no later than ten (10) days after it is presented to him.

Step 4. In the event the decision of the City Manager in Step 3 is unsuccessful in facilitating a settlement of the dispute and the Lodge wishes to seek arbitration, the Lodge must request arbitration of the grievance within ten (10) working days from the date of the City Manager's decision on the grievance by filing the form "Demand for Arbitration" with the Federal Mediation and Conciliation Service (FMCS); thereafter it shall be handled in accordance with FMCS rules.

Step 5. Arbitration. The Lodge hereby acknowledges and affirms that the arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract or which, by addendum, may be added to this contract.

Any unresolved grievance which relates to the interpretation, application or enforcement of any article(s) and section(s) of and/or addendums to this agreement and which has

been fully and unfeignedly processed through each step of the grievance procedure, may be submitted to arbitration in accordance with the following:

1. Arbitration may be invoked by the Lodge upon written notice of its intention to arbitrate. For the grievance(s) to be arbitrable, such "Notice of Intent" to arbitrate must specify the article(s) and section(s) of and/or addendum(s) to this agreement which have allegedly been violated.

Upon receipt of Notice of Intent to Arbitrate, the parties will attempt to agree upon the selection of an arbitrator. If they fail to agree within seven (7) calendar days, the Union shall, within fourteen (14) calendar days of the date of its Notice, advise the FMCS in writing (with copy to City) of its desire to arbitrate the grievance. Either party may reject a panel and request submission of a new panel. The panel shall contain the names of proposed arbitrators from the midwestern area of the United States, provided that they are members of the National Academy of Arbitrators who reside within the State of Michigan or within 250 miles of the City of East Lansing. Upon receipt of a satisfactory panel, the parties shall promptly meet and select an arbitrator for the panel by each alternately striking names therefrom, until only one name remains.

If services of the FMCS are, because of Federal Statute or for any other reason, no longer available to the City and the Lodge, the services of the American Arbitration Association shall be substituted.

2. The arbitrator shall limit his decision to the interpretation, application and enforcement of this agreement and he shall be without power or authority to make any decision:

- a) regarding any issues other than the issue(s) submitted to him;
- b) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement;
- c) changing, altering or modifying any policy or reasonable rule presently, or in the future established by the City, so long as such policy or reasonable rule does not conflict with this agreement;
- d) granting any increases or decreases in wages and/or other benefits that are not covered in this agreement.

3. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which, by state law or city charter, the City cannot delegate, alienate or relinquish.

4. The arbitrator shall not consider any evidence that is not submitted by either party at the arbitration hearing in making his decision.

5. The decision of the arbitrator in a case shall not require a retro-active wage adjustment in another case except by express agreement of the parties.

6. The grievance submitted to FMCS may be withdrawn only by mutual consent. A grievance so withdrawn may not be reinstated, except by mutual consent.

7. 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 Lodge.

8. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.

22.4. Election of Remedies. The Lodge agrees that it will pursue but one remedy on behalf of an employee(s) provided that the forum in which relief is sought, whether it be through arbitration or court proceedings, results in a determination of the controversy on its merits, and provided that it is understood that this provision does not interfere with the right of the aggrieved employee(s) to pursue whatever statutory or individual rights he may have on an individual, independent basis.

22.5. Definition of Days. In completing time limits, Saturdays, Sundays and holidays (as established by this agreement) shall be excluded.

ARTICLE 24

PROMOTIONS AND TRANSFERS

It is the policy of the City to fill vacancies whenever possible by promotion from within. It is sometimes necessary or desirable to employ persons from outside the City staff for positions that require special experience or skills. Transfers or promotions are based on many factors, including the ability of the applicant or employee to do the work. All applications shall be given due consideration. Promotions shall be awarded to the applicant who is most qualified for the position. In cases where there are equally qualified applicants, the most senior applicant shall be awarded the promotion.

A promotion shall be recommended in writing by the Police Chief to the City Manager at least two weeks prior to the effective date. The recommendation shall list in full the reasons for the requested promotion.

When the City position becomes available, it shall be posted for a minimum of five (5) working days prior to filling the job unless factors regarding the position make it inappropriate to do so. The transfer of an employee from one department to another may be made only with the consent of the department heads involved and the City Manager or a designee of the City Manager. Should the written request for transfer be denied, the City Manager or a designee of the City Manager shall, upon the written request of the employee, provide written notification of the reasons for denial.

For the purpose of selecting a Lead Dispatcher or Lead Parking Enforcement Officer, the following procedure shall be used:

1. Applicants must have completed four (4) years continuous Dispatch or Parking Enforcement service at the East Lansing Police Department.
2. Applicants must submit a letter of application to the Chief outlining their experiences, any special qualifications possessed and reasons why they should be selected.
3. An oral interview shall be conducted by the Chief or his designee, the Support Services Lieutenant and one (1) Uniformed Supervisor.
4. Final selections shall be made by the Chief based on the application letter, oral interview and applicant's past work history with the Department. Final selections are non-grievable.
5. Lead Dispatchers will bid shifts in accordance with their contract language. Since there will be only one lead Dispatcher per shift, the Lead Dispatchers will only bid against other Lead Dispatchers.
6. The Chief has the discretion not to fill a Lead Dispatch position if he or she determines there is no a qualified Dispatcher to serve as Lead Dispatcher.
7. SUNSET PROVISION - Any agreement is considered an experiment and may be terminated at the end of one year unless both parties agree to a continuance of the program. If the program ends, the Lead Dispatchers and Lead Parking Enforcement

Officer will revert to their former positions at the appropriate rate of pay without loss of seniority. They will remain on the same shift until the next bid period, at which time they shall bid with the other Dispatchers and Parking Enforcement Officers.

ARTICLE 25

RESIGNATION

An employee who resigns from the City must submit a written resignation to the Chief of Police. The resignation should be submitted in sufficient time to allow for proper replacement. A minimum of two weeks notice is required. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this contract.

An employee who terminates employment must release all City property (including keys, parking stickers, uniforms, equipment and City identification as way of example but not all inclusive) prior to receipt of his or her final payment for accrued vacation, personal and/or sick leave from the City.

Unless otherwise agreed to by the Chief, the two week notice period shall not include vacation leave, personal leave or compensatory holiday leave.

ARTICLE 26

UNIFORMS

26.1 Parking Enforcement Officers. The City will select, procure and issue uniforms giving due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the parking enforcement officers.

The City will arrange a suitable schedule for cleaning of shirts and trousers, as necessary, at City expense.

26.2 Dispatchers. Dispatchers may wear uniforms which have been issued to them or acceptable civilian attire. However, the City shall not procure nor clean uniforms or civilian attire for dispatchers.

26.3 Parking Vehicles. Parking enforcement vehicles will be equipped with air conditioning.

ARTICLE .27

SPECIAL CONFERENCES

The City will grant a leave-of-absence to one (1) member of the bargaining unit for three (3) days to attend the State of Michigan Fraternal Order of Police meeting each calendar year.

ARTICLE 28

HUMANITARIAN CLAUSE

Should an employee covered by this agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the City will make every effort to place the employee in a vacant position that he is physically and mentally able to perform, whether in the bargaining unit or not.

The question of whether or not the City has made a good faith effort to place the individual in a vacant position that he is physically and mentally able to perform shall be the only issue to the grievance and arbitration procedure of this agreement and in the event a violation is found, the arbitrator shall not have the authority to order him placed in a position outside the bargaining unit. In the event an arbitrator were to find that the City had not made a good faith effort to place the individual in a vacant position that he is physically and mentally able to perform, the arbitrator shall have the authority to order appropriate backpay from the date of the violation until he is satisfied the City has made such a good faith effort or until the individual is placed in a suitable vacant position that he is physically and mentally able to perform.

ARTICLE 29

RECORD REVIEW - PERSONNEL FILES

The employee may examine and inspect his personnel file at times and under circumstances mutually agreeable to the employee and the Chief. In no case will the employee abuse or the Lodge cause to be abused this right.

Unless otherwise provided by law, whenever a written reprimand is placed in the employee's file for the purpose of reflecting a negative facet of that employee's performance the employee shall be notified of the entry and content of such material.

After one year the employee has the right to meet with the Chief of Police to discuss any removal of any negative items in the personnel file. Such removal shall be within the sole discretion of the Chief of Police. In all events, the City will adhere to applicable law regarding the removal of disciplinary material from the personnel file.

Any disciplinary action removed from the employee's personnel file pursuant to this provision shall not be introduced into evidence at any arbitration by the City to establish that the discipline or discharge was for just cause. It is understood, however, that nothing contained in this provision shall preclude the City from introducing any disciplinary action removed from the personnel file pursuant to this provision in rebuttal of the Lodge's claim presented in an arbitration that

the employee in question had a good work record, or that the discharge or discipline should be reduced to a lesser penalty due to the nature of the employee's service. Nothing contained herein shall preclude introduction of the employee's personnel file as an exhibit in the arbitration proceeding.

In the event the City's Personnel Director changes his policy regarding access (by others) to an employee's personnel record, the City will give the Lodge advance notice of such change and will meet with the Lodge regarding said change upon request.

Internal Investigation. When a formal internal investigation is commenced, the employee will be given the opportunity to review the recording tapes (all channels), if applicable, and the employee will be given an opportunity to respond to the allegations. The recording tapes (all channels) will be retained by the department until the matter is resolved.

ARTICLE 30

PART-TIME EMPLOYEES

Part-time employees as defined in Section 1.2 of this agreement are eligible for vacation leave, sick leave, holiday leave, funeral leave, overtime pay, worker's compensation, longevity pay, retirement, social security, court time, call-back pay and, for parking enforcement officers uniforms.

For purposes of determining benefits for part-time employees, a system of averaging the workweek shall be used to arrive at benefit hours. The benefit hours are arrived at by dividing the average number of hours worked per week by forty (40). The average number of hours worked per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

Part-time employees are eligible for longevity payments. Part-time employees who subsequently acquire full-time status shall be given credit for their part-time service with the City in determining their full-time longevity. Such credit shall be equal to the average number of hours worked per week, divided by forty (40) hours, times the number of years worked.

ARTICLE 31
TERMINATION OF AGREEMENT


The agreement shall remain in full force and effect until 11:59 P.M., June 30, 1992, and for successive annual periods thereafter unless not more than one hundred twenty (120), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification, and such written notice shall have the effect of terminating this agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 2nd day of April, 1991.

FOR THE LODGE:

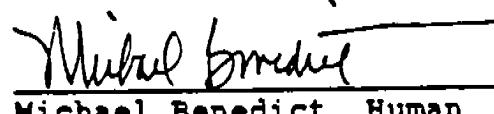

Jerry Jurin


Robert Linton


Joanne Groll

FOR THE CITY:


Liz Schweitzer, Mayor


Michael Benedict, Human
Resources Director/City Clerk

Appendix A

Listed below are the classifications and corresponding salaries for positions covered in this collective bargaining agreement.

Effective 6/25/90

Classification	Start	6 Month	1 Year	2 Year	3 Year	4 Year
Dispatch						
Annual	20384.00	21236.80	22172.80	23441.60	24856.00	26478.40
Hourly	9.80	10.21	10.66	11.27	11.95	12.73
Parking Enforcement Officer						
Annual	21236.80	21611.20	22068.80	22900.80	23816.00	24856.00
Hourly	10.21	10.39	10.61	11.01	11.45	11.95
Police Records Assistant						
Annual	18387.20	18886.40	19344.00	20488.00	22297.60	23545.60
Hourly	8.84	9.08	9.30	9.85	10.72	11.32
Secretary-Police Investigations						
Annual	19780.80	20300.80	20841.60	21944.00	23129.60	24356.80
Hourly	9.51	9.76	10.02	10.55	11.12	11.71
Clerk Typist-Police						
Annual	15246.40	15620.80	16036.80	16931.20	17784.00	18616.00
Hourly	7.33	7.51	7.71	8.14	8.55	8.95

Effective 12/24/90

Classification	Start	6 Month	1 Year	2 Year	3 Year	4 Year
Dispatch						
Annual	20696.00	21548.80	22505.60	23795.20	25230.40	26873.60
Hourly	9.95	10.36	10.82	11.44	12.13	12.92
Parking Enforcement Officer						
Annual	21548.80	21944.00	22401.60	23254.40	24169.60	25230.40
Hourly	10.36	10.55	10.77	11.18	11.62	12.13
Police Records Assistant						
Annual	18657.60	19177.60	19635.20	20800.00	22630.40	23899.20
Hourly	8.97	9.22	9.44	10.00	10.88	11.49
Secretary-Police Investigations						
Annual	20072.00	20612.80	21153.60	22276.80	23483.20	24731.20
Hourly	9.65	9.91	10.17	10.71	11.29	11.89
Clerk Typist-Police						
Annual	15475.20	15849.60	16286.40	17180.80	18054.40	18886.40
Hourly	7.44	7.62	7.83	8.26	8.68	9.08

Effective 6/24/91

Classification	Start	6 Month	1 Year	2 Year	3 Year	4 Year
Dispatch						
Annual	21153.60	22027.20	23004.80	24336.00	25792.00	27476.80
Hourly	10.17	10.59	11.06	11.70	12.40	13.21
Parking Enforcement Officer						
Annual	22027.20	22443.20	22900.80	23774.40	24710.40	25792.00
Hourly	10.59	10.79	11.01	11.43	11.88	12.40
Police Records Assistant						
Annual	19073.60	19614.40	20072.00	21278.40	23129.60	24440.00
Hourly	9.17	9.43	9.65	10.23	11.12	11.75
Secretary-Police Investigations						
Annual	20529.60	21070.40	21632.00	22776.00	24003.20	25292.80
Hourly	9.87	10.13	10.40	10.95	11.54	12.16
Clerk Typist-Police						
Annual	15828.80	16203.20	16660.80	17576.00	18470.40	19302.40
Hourly	7.61	7.79	8.01	8.45	8.88	9.28

Employees in classifications titled Lead Parking Enforcement Officer or Lead Dispatcher shall receive \$.70 per hour in addition to the regular pay of a Parking Enforcement Officer or Dispatcher for all hours worked in that classification.

Effective 12/23/91

Classification	Start	6 Month	1 Year	2 Year	3 Year	4 Year
Dispatch						
Annual	21632.00	22526.40	23524.80	24876.80	26374.40	28100.80
Hourly	10.40	10.83	11.31	11.96	12.68	13.51
Parking Enforcement Officer						
Annual	22526.40	22942.40	23420.80	24315.20	25272.00	26374.40
Hourly	10.83	11.03	11.26	11.69	12.15	12.68
Police Records Assistant						
Annual	19510.40	20051.20	20529.60	21756.80	23649.60	24980.80
Hourly	9.38	9.64	9.87	10.46	11.37	12.01
Secretary-Police Investigations						
Annual	20987.20	21548.80	22110.40	23296.00	24544.00	25854.40
Hourly	10.09	10.36	10.63	11.20	11.80	12.43
Clerk Typist-Police						
Annual	16182.40	16577.60	17035.20	17971.20	18886.40	19739.20
Hourly	7.78	7.97	8.19	8.64	9.08	9.49

Employees in classifications titled Lead Parking Enforcement Officer or Lead Dispatcher shall receive \$.70 per hour in addition to the regular pay of a Parking Enforcement Officer or Dispatcher for all hours worked in that classification.

APPENDIX B

Listed below are the benefits to be provided by the City under a suitable dental insurance plan:

1. Oral examinations, including scaling and cleaning of teeth, but not more than once each in any period of six (6) consecutive months.
2. Topical application of sodium or stannous fluoride, if the individual is less than sixteen (16) years old.
3. Dental x-rays.
4. Extractions.
5. Oral surgery, including excision of impacted teeth.
6. Fillings.
7. Anesthetics administered in connection with oral surgery or other covered dental services.
8. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
9. Endodontic treatment, including root canal therapy.
10. Injection of antibiotic drugs by the attending dentist.
11. Repair or recementing of crowns, inlays, bridgework or dentures; or relining or rebasing of dentures.
12. Inlays, gold fillings or crowns (including precision attachments for dentures).
13. Space maintainers.
14. Initial installation of fixed bridgework (including inlays and crowns as abutments to replace natural teeth extracted while the individual is covered under the Plan).
15. Initial installation of partial or full removal dentures (including precision attachments and any adjustments during the six (6) month period following installation) to replace one or more natural teeth extracted while the individual is covered under the Plan.

16. Replacement of an existing partial or full removal denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removal denture or to bridgework to replace extracted natural teeth, but only if satisfactory evidence is presented that:

- a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed and while the individual is covered under the Plan.
- b) The existing denture or bridgework cannot be made serviceable and, at least five (5) years have elapsed prior to its replacement; or
- c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

17. Orthodontic treatment (including correction of malocclusion).

The foregoing benefits shall be provided in a manner such that fifty (50%) percent of the costs of any services in categories 1-16 shall be paid for by the employee, with the remaining fifty (50%) percent being paid for by the City's insurance carrier up to a maximum benefit of eight hundred (\$800) dollars per person per year. Coverage for orthodontic treatment shall be provided, pursuant to a separate insurance rider, in a manner such that fifty (50%) percent of the costs of any services in that category shall be paid for by the employee, with the remaining fifty (50%) percent being paid for by the City's insurance carrier up to a maximum benefit, for the life of the policy (and any renewals thereof), of eight hundred (\$800) dollars per person. Coverage for orthodontic treatment shall be limited to persons nineteen (19) years of age or under.

Effective January 1, 1987, the dental benefit as specified in Appendix B remains unchanged except as reflected below:

Maximum Calendar Year Benefit for Combined Type A, B and C Expenses: \$1,000.

<u>Benefit</u>	<u>Coverage Description</u>
Type A Expenses (Diagnostic and Preventive Services)	100% R and C
Type B Expenses (Basic Services)	50% R and C
Type C Expenses (Major Services)	50% R and C
Type D Expenses (Orthodontic Services)	50% R and C To a maximum lifetime benefit of \$1,000/ covered person.

If any other employer group should be granted a coordination of dental benefits for married couples where both work for the City either through negotiations or because of a grievance arbitration award, this Unit shall also receive the benefit.

APPENDIX C

LONG TERM DISABILITY BENEFITS (For Active Full Time Employees Only)

Benefit

If an insured employee becomes totally disabled due to accidental injury, sickness or pregnancy, and continues to be disabled through his/her Qualifying Disability Period (Q.D.P.), the plan will begin paying a monthly benefit after Q.D.P. has been met. The employee must be under a physician's care to receive benefits.

- Qualifying Disability Period: 90 days or at exhaustion of sick leave, whichever is later.
- Monthly Benefit: 66.7% of the employee's basic monthly salary or wage, up to a maximum monthly benefit of \$3,000.

The plan will pay benefits while the employee remains disabled, or until:

- Age 65, if the disability began before age 60.
- 60 months from the date the employee became disabled, if disability began after age 60, but in no event beyond age 70.

Successive Periods of Disability

Long Term Disability benefits end when the employee is no longer disabled. However, if an employee is again disabled by the same or a related condition within three (3) months, benefits will resume without the employee satisfying a new Qualifying Disability Period.

Other Income Benefits

If an employee is eligible for other income benefits, the Long Term Disability benefit will be reduced by such benefits.

Other Income Benefits Include:

- A. Compulsory government disability benefits.
- B. Social Security or Railroad Retirement Act benefits including benefits available for dependents. Once Long Term Disability benefits begin, they are not reduced because of any future amendments or cost-of-living increases under Social Security.
- C. Worker's Compensation or similar benefits.
- D. Salary or wages paid by the employer.
- E. No-fault automobile benefits.
- F. Any employer-sponsored plan of disability, life, accident and health which pays for disability.
- G. Any pension or retirement annuity plan for which the employee is receiving benefits.

General Plan Provisions - Long Term Disability

- Waiver of Premium

Premiums are waived while benefits are being paid.

- Effective Date of Coverage

Employees are covered on the day they become eligible, provided they are at work on that day and have been actively at work, full-time, for the seven previous working days. Persons commencing employment after the

date this policy became effective shall be eligible for coverage on their employment, providing they are actively at work. If fewer than 50 employees are covered, employees over age 50 are covered after The Travelers has approved their applications based on written evidence of insurability. This provision is modified for Transferred Business.

- Pre-Existing Conditions

If an employee has received medical care or treatment during the three months before becoming covered under the plan, Long Term Disability benefits will not be paid for that condition until the employee has been covered for 12 months without being absent from work because of this condition. This provision is modified for Transferred Business.

- Transferred Business

Employees covered under the employer's prior Long Term Disability plan will not be deprived of benefits for which they would have been eligible under the prior plan solely because of the change of carriers. Also, all employees covered under the prior plan, are eligible for coverage under The Travelers plan, without evidence of insurability, provided they are at work on the effective date. It is assumed that those employees currently receiving benefits, or who are disabled on the effective date, will be the responsibility of the prior carrier.

- Mental and Nervous Conditions

Benefits will be paid for up to two years, whether or not the employee is in an institution. If on the last day of the two year payment period, the employee is confined, benefits will continue to be paid for up to 90 days after such confinement ends, provided that such confinement lasts at least 14 continuous days.

Total Disability

Total Disability means:

- A. During the first 24 months of disability, in addition to the qualifying disability period: the employee's inability to perform the normal duties of his or her regular occupation provided, during that period, the employee is not engaged in any occupation for wages or profit.
- B. After 24 months of disability, in addition to the qualifying disability period: the employee's inability to perform the duties of any occupation for which he or she is or becomes qualified by training, education or experience.

Exclusions

Disabilities not covered include, in addition to those excluded as a matter of law, or not treated by a duly qualified physician, those caused by:

Intentional self-inflicted injuries, attempting or committing a felony, engaging in an illegal occupation, or war.

Rehabilitation

Rehabilitation is an important part of Long Term Disability plans for:

- The employer, and
- the employee.

Through rehabilitation, a disabled employee is able to return to productive employment.

The Travelers is very conscious of:

- the important human value and
- the positive economic impact

which a comprehensive rehabilitation program can provide.

This determination of rehabilitation potential, and the use of private rehabilitation specialists for evaluation and reporting is an integral part of our group disability claims administration process. Successful rehabilitation requires sophisticated, professional evaluation and coordination between The Travelers, the policyholder, the disabled employee, his physician(s), and in many cases, local, state and/or private rehabilitation agencies.

The Travelers is committed to a positive rehabilitation effort. Our claim and medical specialists will coordinate the rehabilitation process.

Rehabilitation Benefit

The Long Term Disability benefit amount will remain the same for a disabled employee who returns to work on a full-time or part-time basis provided that:

- the employment is under an approved rehabilitation program, and
- the total income from all sources, including Social Security, LTD benefits, pension plan benefits and payment for the rehabilitation work, does not exceed 80% of the income immediately prior to the disability.

Education Benefit (Optional)

The Education Benefit will pay \$100 per month to each eligible child of a disabled employee. The child must be an unmarried, full-time student between the ages of 18 and 22 who is receiving post-secondary education.

November 1, 1988


Mr. R. David Wilson
209 N. Walnut
Suite A
Lansing, Michigan 48933

Dear Mr. Wilson:

If the position of Civilian Supervisor of Dispatch is created by the City, the City agrees to meet and confer with the Lodge on a means for filling the position.

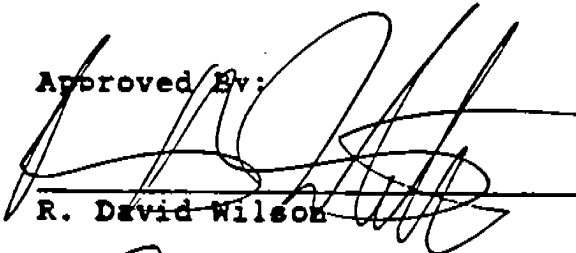
Thank you for your attention to this matter.

Sincerely,




Michael Benedict
Director of Human Resources

Approved By:



4-4-91
R. David Wilson Date



4-4-91
Jerry Jupin Date

November 1, 1988

Mr. R. David Wilson
209 N. Walnut
Suite A
Lansing, Michigan 48933

Dear Mr. Wilson:

The City agrees to represent an employee of this Unit against civil claims or civil actions and to indemnify and hold the employee harmless from monetary judgement as long as the employee is in accord with City policies and standing Department orders while in the course of employment. The City's obligation under this section shall be contingent upon the employee's giving prompt notice of the commencement of any action and upon the employee's cooperation in the preparation, defense and settlement of such action.

This language does not change or alter whatever protections the parties may have under other City liability policies.

Thank you for your attention to this matter.

Sincerely,



Michael Benedict
Director of Human Resources

Approved By:


R. David Wilson

4-4-91
Date


Jerry Juvin

4-4-91
Date

EAST LANSING POLICE DEPARTMENT
POLICY & PROCEDURE

ORDER NUMBER: 3-88	
SUBJECT: Dispatch - Sick Call Holdover/Callback	<i>Thomas J. Hendricks</i> Signature: Chief of Police
EFFECTIVE DATE: 1-18-88	Researched by: Sgt. John Benson
INDEX AS: Overtime, Hold-Over; Overtime, Call-Back; Sick Call, Dispatch;	
This order supersedes General Order No: N/A Previously issued on: N/A	

3.1 Purpose

To provide for a uniform policy in staffing the dispatch center when a dispatcher calls in sick, or has some other unscheduled emergency.

3.2 Procedure

In the event a dispatcher calls in sick or calls in with some other unscheduled emergency, the provisions of the East Lansing Police Support Services Unit contract, section 9.3 (pg 2) shall be invoked.

3.3 Time Span

This provision shall be followed for four (4) hours. At the end of this four hour period, the dispatcher may opt to finish the eight (8) hour hold over. However, if the dispatcher does not wish to stay beyond this initial four (4) hour period, s/he shall make every effort to contact another dispatcher to fill the last four hours of the hold over.

In the event that another dispatcher is not located, the uniformed supervisor or acting supervisor may, at his/her discretion, fill the vacancy.

3.4 Filling Dispatch Vacancy

If the supervisor elects to fill the vacancy, s/he may:

1. Use existing shift personnel to fill the slot.
2. Call back an officer, following the "overtime list" provision of the non supervisory contract.
3. In rare cases, leave the slot open, and function with a single dispatcher.

In all cases, the uniformed supervisor may use his/her discretion in the filling of the vacant position. However, unless in a case of declared emergency, the held-over dispatcher shall be excused after the first four hours, unless that dispatcher waives that right.

POLICY & PROCEDURE

ORDER NUMBER: 4-39	<i>Thomas J. Lindink</i> Signature: Chief of Police
SUBJECT: Dispatch-Scheduled Overtime	
EFFECTIVE DATE: 1-18-89	Researched by: Sgt. John Benson
INDEX AS: Dispatch Overtime: Scheduled Dispatch Overtime	
This order supersedes General Order No: N/A Previously issued on: N/A	

4.1 Purpose

To establish general guidelines in maintaining an overtime sign-up sheet for scheduled overtime, and to allow dispatchers to sign up for unscheduled overtime.

4.2 Sign Up Sheet- Dispatchers Only

A sign up sheet shall be posted in the Dispatch Center by the 20th of the month preceding the date(s) of the anticipated need, listing the overtime opportunities available for that month. This sheet shall remain available For Dispatchers Only until the 25th of said month. Signup for dispatchers shall be on a first come, first served basis.

4.3 Open Sign Up

On the 25th of the month preceding the anticipated need, the sign up sheet shall be moved to the squad room, and shall be opened to any qualified non-supervisor or dispatcher, on the same first come, first served basis. It shall remain posted in the squad room until the position is filled, or no longer needed.

4.4 Conflict

In cases of conflict, sign-ups prior to the 25th of the preceding month shall be filled exclusively by dispatchers. Sign-ups on the 25th or later, on the preceding month, shall be filled strictly on a first come, first served basis.

In the case of several non-supervisory personnel signing up for the same slot, selection shall be based on the overtime roster.

STATE OF MICHIGAN
COMPULSORY ARBITRATION

In the Matter of:

CITY OF EAST LANSING,
Employer

- and -

Case Number
L92 A-0355

FRATERNAL ORDER OF POLICE,
CAPITOL CITY LODGE NO. 141,
Union

Proceedings had in the above-
entitled matter before an Arbitration Panel at the City H
410 Abbott Road, East Lansing, Michigan, commencing at
approximately 4:00 p.m. on FRIDAY, JULY 9, 1993.

APPEARANCES:

FOR THE COMPULSORY ARBITRATION PANEL
HIRAM S. GROSSMAN, Chairman
MICHAEL BENEDICT, Employer Delegate
DENISE BAROWICZ, Union Delegate

THEODORE J. TIERNEY, Esq.
Vedder, Price, Kaufman & Kammholz
115 S. LaSalle Street
Chicago, Illinois 60603
(Appearing on behalf of Employer)

R. DAVID WILSON, Esq.
Wilson, Lawler & Lett
209 N. Walnut Street, Suite A
Lansing, Michigan 48933
(Appearing on behalf of Union)

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Raymond Marcoux, Reporter

I N D E XWITNESSESPAGE

(None)

EXHIBITS MARKED FOR IDENTIFICATIONPAGE

(None)

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P R O C E E D I N G S

MR. GROSSMAN: Let me take my oath first, and then we'll go through the whole--

"I solemnly affirm that I will support the Constitution of the United States and the Constitution of the State of Michigan, and that I will faithfully discharge the duties of the office of the Chairperson of the Arbitration Panel in this Act 312 case according to the best of my ability."

At this time, I would like to introduce my co-panelists. Miss Denise Barowicz is the Union co-panelist; Mr. Michael Benedict is the City of East Lansing co-panelist.

Now, it's my understanding that during the day, the parties have negotiated their differences and reached an agreement. Is that correct?

MR. WILSON: That is correct.

MR. TIERNEY: Yes.

MR. GROSSMAN: Okay. Now, what I intend to do is I intend to get a series of stipulations. We will get a court transcript. I will prepare a stipulated record which I'll ask my two co-panelists, once it's prepared, we'll get together and we'll sign. And that's how we will dispose of this

matter, if that's okay with everybody.

MR. TIERNEY: That's fine.

MR. WILSON: That's fine.

MR. GROSSMAN: Okay. Now, the first of the stipulations that I would like to have the parties agree to is all those matters except those that'll be mentioned as part of the stipulated agreement --which are the matters that have been amended or modified, that we are either amending or modifying in terms of the existing agreement--the terms of the existing agreement that are not going to be subsequently amended or modified remain intact.

MR. WILSON: That is correct.

MR. TIERNEY: As agreed to, correct.

MR. GROSSMAN: Okay. Secondly, that I want one of the parties to recite what the stipulated agreements are on the disputed issues that were identified in either the Union's 312 petition or the Employer's letter in response to the Union's 312 petition.

Now, if, in the interim, any of those matters the parties agree to withdraw, then we will enter that as a third stipulation.

MR. TIERNEY: Thank you, Mr. Arbitrator. I can read into the record the issues which have been resolved and, as far as the parties are concerned, resolve all outstanding matters.

MR. GROSSMAN: Okay.

MR. TIERNEY: And Counsel for the Lodge has graciously accepted the responsibility of correcting me if I improperly state the essence of our agreement.

As to all outstanding remaining issues, the first of which is wages, the parties are in agreement for a wage increase of 3.5 percent the first year of this agreement and 2.5 percent the second year of this agreement. The 3.5 percent will obviously be retroactive to the beginning of the contract.

Item two, the parties have agreed that the City will add the B, as in "boy", -3 retirement benefit effective 1-1-94. And not by way of an outstanding issue, but by way of clarification, there'll be no change in longevity and the City will pay the full cost of that benefit.

Item number three concerns certain multiple health care issues--I'll withdraw "multiple"--certain health care issues which would have been the

subject of today's hearing. And the parties have agreed that whatever is decided with respect to the non-supervisory pending Act 312 will be binding on the parties in this particular dispute regarding those issues.

There was an optical issue on the table, and that is no longer on the table.

The next item that the parties agreed to was an enhancement of the long-term disability benefit as follows: The City and the Lodge have agreed that the City will pay up to a maximum of \$13.00 towards the LTD benefit in the future. It may not--the cost may be less than \$13.00, but we'll cover up to \$13.00, whatever that may be, and we will contribute \$3.00 per person per month retroactively to the beginning of the contract. And that will be paid in a lump sum cash payment.

MR. GROSSMAN: That \$13.00, is that a monthly figure?

MR. TIERNEY: That is a monthly figure, and we understand how that's going to be structured.

The City had a workers' comp issue, and that has been withdrawn by stipulation. We are

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willing to extend a health care buy-out benefit as it currently exists in the department of public works agreement.

We have agreed that the City will post an additional job opportunity for a secretary in the police--secretary/police investigation. And the City's ability to post and have that opening is not in dispute, but the Lodge reserves the right to grieve and, if necessary, arbitrate the selection process for selecting the individual to fill that second opening in that particular classification.

The next item is with respect to supervisor positions, and that was previously tentatively agreed to and we incorporate that item into our stipulation.

The City has withdrawn a sick leave control program and, in line with this stipulation, it stands withdrawn.

The last item is the vacation schedule, which has been tentatively agreed to, and we incorporate that in our stipulation.

And that's the stipulation as we understand it.

MR. GROSSMAN: Now, it's my

understanding that before we got to 312, the parties had reached agreement on certain matters that were identified, I believe, in the Employer's response to the 312 petition filed by the Union. If that is correct and true, if both parties agree to it, there are five items. And I'm going to say, it's either page two or three, because I was just given the page in which unresolved issues in dispute were contained.

So in the last part of that page, the Employer identified certain matters that were tentatively agreed to. It's a letter dated March 16th of '93. So if the parties have that, and if those items are tentatively agreed, I would appreciate it if it would be read into the record also.

MR. TIERNEY: Sure, I'll be glad to do that, Mr. Arbitrator.

With respect to the March 16th document, "Items Tentatively Agreed To", item one, contract duration, that's not in dispute. Item two, optical coverage, we covered in the stipulation--

MR. GROSSMAN: (Interposing) Okay.

MR. TIERNEY: --and that's been resolved. The vacation schedule has been resolved in this stipulation. The longevity has been resolved, item

four. And the supervisory position, number five, has been resolved.

MR. GROSSMAN: Okay. Do either the Union or the Employer have, in the form that you currently, you know, read, the agreements, so they could be photocopied and we could just take a copy back with us today?

MR. TIERNEY: I don't believe we do.

MR. GROSSMAN: Okay. Can I request that within the next week to ten days, if somebody could type up, you know, these items and run it through the other side and then send it on? I know I'm going to be getting a copy of the transcript, but it would be helpful. Does it present a problem with anybody?

MR. WILSON: I don't have any problem, but I'm not sure exactly--you want a summary, or--

MR. GROSSMAN: (Interposing) No, the--written, as was read into the record. If somebody could take that--that's why I said, if you want to photocopy it, if you both want, you know, just--we could do it now. But if you feel that it's not, you know, in a manageable form, you know, it's something that we can--

MR. TIERNEY: (Interposing) Well, if the Arbitrator please, we've been talking about this pretty much all day, and I think the parties are in agreement and it's in the record. I mean, I submit that we have a very, I think, thorough understanding of where we are and that we are in agreement, and I don't believe there's any room for dispute about it. And I can't remember David Wilson and I ever reaching an agreement where there was ever a problem in the past.

MR. GROSSMAN: Okay, all right. When I receive the transcript, I will prepare a stipulated award. I will fax to both my co-panelists-- and if I don't have your fax number, I will get it--and then I'll send it by regular mail. And if everything is okay, we will then make arrangements to sign the stipulated award and that'll wrap it up.

MR. WILSON: I have two clarifications I'd like to place on the record. The first is that, as I think you're aware, Mr. Chairman, this bargaining unit encompasses more than just the employees that are subject to the statutory provisions of Act 312. And it is part of our agreement here that as to those that are not, that we have entered into a tentative agreement. So that would cover the clerical employees

and the parking enforcement employees.

And to that extent, I'm indicating on this record that this tentative agreement will apply to those employees and that we will, as a second aspect to this, be presenting to them, because they're not subject to the Act, the provisions of this tentative agreement for ratification. And we are and have agreed to make the commitment to the Employer that when we do that, we will present it to them with the understanding that this is what we have agreed to and that we support it.

MR. GROSSMAN: So you're going to recommend its ratification?

MR. WILSON: Exactly. And so I think that should be made a part of this record.

MR. TIERNEY: Fine. If the Arbitrator please, we do not object to that, but it's not necessary for our agreement. That's more or less an internal Union matter. We do acknowledge that that aspect is subject to ratification, and we appreciate the Union's efforts to recommend it and obtain ratification.

MR. GROSSMAN: Is that the one that Stan Dobry is the fact finder on?

MR. WILSON: Yes.

MR. GROSSMAN: Stan may be out of a job. Well, that sometimes happens, too.

MR. WILSON: He didn't act like he was going to object.

MR. GROSSMAN: No, he won't be--

If this concludes the matter, I want to thank everybody for diligently putting themselves, you know, to the task of reaching agreement. I'm wondering--this is the third time, you know, of the last three times that I've either been appointed fact finder or 312 arbitrator that the parties have settled out on me. Maybe I ought to not ask so much of them so that you won't be quite as prepared, or you'll figure it's easier to do some of these things than to get all the things that the crazy arbitrator wants.

Okay, thank you.

(Hearing closed.)

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C E R T I F I C A T I O N

I, Raymond Marcoux, do hereby
certify that I reported electronically the foregoing
proceedings at the time and place hereinbefore set forth; that
the same was later reduced to typewritten form under my
supervision; and that the foregoing is a true, full and
correct transcript of my recording so taken.

Raymond Marcoux
Reporter CER-CSR 2138

DATED: July 30, 1993