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Award of Mr. Peter Jason, Arbitrator
City of East Lansing
and
East Lansing Non-Supervisory Police
FOP, Capitol City Lodge #141
MERC Case No. L89 G-0708

This award is issued pursuant to Act 312 of 1969, as follows:

Peter Jason
Peter Jason, Chair

Nov 19, 1990
Date

Jerry Lawson
Jerry Lawson, Lodge Delegate

Nov 19, 1990
Date

Michael Benedict
Michael Benedict, City Delegate

November 19, 1990
Date

STATE OF MICHIGAN
BUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

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AGREEMENT

BETWEEN THE

CITY OF EAST LANSING, MICHIGAN

AND THE

EAST LANSING NON-SUPERVISORY DIVISION
CAPITOL CITY LODGE #141
FRATERNAL ORDER OF POLICE

July 1, 1989 - June 30, 1992

Stipulated Award of Mr. Peter Jason

Dated: November 19, 1990

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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 Department non-supervisory employees, a division of the Fraternal Order of Police, Capitol City Lodge #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

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Act 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 sworn employees of the Police Department of the City of East Lansing whose positions are classified as Police Officer and Jail Service Officer. All other employees in this department are excluded from recognition in this bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter, the East Lansing Code and any modifications made thereto and any resolutions passed by the 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 layoffs 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; (j) to determine lunch, rest periods and cleanup 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 as

defined in Webster's New Collegiate Dictionary in the City. If the officer 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. The Lodge further agrees that there shall be no strikes, sit-downs, stav-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

SECTION 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
should start:

Signature _____

Address _____

City/State _____

Date _____

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.

SECTION 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 being hired or transferred, 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 employees 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 not include by way of example, but not by way of limitation, state, national, or other dues and assessments or other amount 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 City 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 by the City for the purpose of complying with this Article.

ARTICLE 5

LODGE BARGAINING COMMITTEE

SECTION 1

The bargaining committee of the Lodge will include not more than three (3) employees of the East Lansing Police Department and may include not more than two (2) non-employee representatives. The Lodge will furnish the City Manager with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

SECTION 2

East Lansing Police Officers who are members of the Lodge bargaining committee and who are scheduled for duty time at the same time a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to, but not exceeding, one hour before the bargaining session begins and after the bargaining session ends. No officer will be given additional compensation or compensatory time for time spent in bargaining sessions.

SECTION 3

East Lansing Police Officers who act as bargaining representatives may use F.O.P. time to be excused from a shift if on the same shift before or after negotiations. If two officers are on the same shift, one will be excused before and/or after the negotiating session.

ARTICLE 6

PROBATIONARY PERIOD

When a new Police Officer is hired into the bargaining unit, he or she shall be considered as a probationary employee for the first twelve (12) months after being sworn into service. Employees on probation shall be evaluated every three (3) months. The evaluation shall be in writing and completed by a supervisor. The

supervisor has the option of consulting with employees in the unit as to the probationary police officer's work performance.

An employee is presumed to have terminated his or her probationary period and obtained full-time police officer status at the end of twelve (12) months, after being sworn into service, unless the City notifies him or her to the contrary, after which the City may provide a six (6) month extension of the probationary period. However, after an employee attains regular, full-time employment, the employee may not be dismissed without written notice to the employee setting forth the specific reasons for dismissal and if the employee and the Lodge believe the termination is unjustified, a special meeting may be called to review the action. If the City and the Lodge reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the provisions of this contract.

A new jail service officer hired into the bargaining unit shall have a twelve (12) month probationary period and shall be evaluated every three (3) months while on probation. The evaluation shall be in writing and completed by the supervisor.

The Lodge shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure.

ARTICLE 7

SENIORITY

SECTION 1 - DEFINITIONS

Seniority shall be defined as the length of service as a police officer or as a jail service officer in the department. In the event two or more police officers are sworn in on the same day, or in the event two or more jail service officers are hired on the same day, the date of their respective applications shall control with respect to seniority. There shall be no seniority among probationary employees; however, after an employee completes his or her probationary period(s), his or her seniority will be retroactive to his or her date of last hire.

SECTION 2 - SENIORITY LISTS

Management 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. Management shall also post the seniority list no later than thirty (30) days following the execution of this Agreement. Any grievance with respect to the seniority list must be filed within thirty (30) days from the date of posting.

SECTION 3 - LOSS OF SENIORITY

An employee shall lose his or her status as an employee and his or her seniority if:

1. He or she resigns or quits.

2. He or she is discharged with just cause and not reinstated.
3. He or she retires.
4. He or she is convicted of a felony, which is defined as any criminal offense carrying a maximum penalty of more than one year.
5. He or she has been on layoff for a period of time equal to his or her seniority at the time of layoff or two (2) years, whichever is lesser.
6. He or she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days, without notifying the City except when the failure to notify and absence from work is due to circumstances beyond the control of the employee.

ARTICLE 8

LAYOFF AND RECALL

SECTION 1 - DEFINITION

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

SECTION 2 - ORDER OF LAYOFFS

If and when it becomes necessary to reduce the number of employees in the work force, the City shall call a special meeting with the Lodge as provided in Article 20. Employees shall be laid off in inverse seniority order, based on capability of performing available jobs, and they shall be recalled in the same order.

SECTION 3 - DEMOTION IN LIEU OF LAYOFF

An employee subject to layoff who so requests may, in lieu of layoff be demoted by seniority to a lower position in the Police Department, provided that he or she is qualified for the position to which he or she seeks demotion.

SECTION 4 - NOTICE OF LAYOFF

Employees to be laid off for lack of funds shall be given three (3) weeks prior notice. Employees laid off for other reasons shall be given two (2) weeks prior notice.

SECTION 5 - RECALL FROM LAYOFF

A. Employees to be recalled from layoff shall be given a maximum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

B. Employees who decline recall or who, in the absence of extenuating circumstances satisfactory to the Police Chief, fail to respond as directed within the time allowed, shall be presumed

to have resigned, and their names shall be removed from the seniority list.

SECTION 6 - RESTORATION TO POSITIONS FROM WHICH DEMOTED

Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given ten (10) calendar days in which to accept.

ARTICLE 9

WORKING HOURS AND OVERTIME COMPENSATION

SECTION 1 - WORK DAYS AND HOURS

Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by management.

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. 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 the City Manager. Employees covered hereby shall be entitled to a one-half hour paid

lunch period for each scheduled duty day. During the lunch period officers will remain in radio service.

SECTION 2 - OVERTIME COMPENSATION

Overtime is defined as work performed by an officer in excess of eight (8) hours per duty day when authorized by the department head. Officers authorized to work in excess of eight (8) hours per duty day shall be paid time and one-half for all hours worked over eight (8) hours. If the overtime worked is ten (10) minutes or less beyond the regular shift the employee shall not be compensated for same. Employees covered by this Agreement are expected to report at the start of the shift in uniform, having completed all pre-duty preparations and ready to commence their tour of duty.

If an officer is called back to duty or is subpoenaed into Court, or has to go to Court in order to validate a complaint/warrant, he or she shall be paid (if off duty) at a rate of time and one-half his or her hourly wage, with a minimum of two (2) hours payment at overtime rates.

New hire officers called to Court by their previous employers will not receive Court time compensation from the City. They also are not subject to discipline by the City for their participation or non-participation in said activities.

If training is cancelled with less than five (5) days notice, the officer is to return to his or her regular shift. If on afternoons or midnights, the officer will receive two (2) hours call back pay.

Training day costs are \$10.00 per day for travel, parking and food for training within the local area.

Anytime a police officer is called back from vacation to appear in Court, he/she will be paid triple time for a minimum of four (4) hours. The employee will be paid at the normal overtime rate for any time spent in Court in excess of four (4) hours. Vacation for this purpose is defined as five (5) or more consecutive days off. (As a condition for receipt of this premium, the officer must give the 54-B District Court a thirty (30) day notice of vacation, with a copy to the City). The employee shall keep any statutory mileage fee for Court appearances (which shall not be made a part of any overtime compensation under this labor agreement).

Time and one-half shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearance, License Appeal Board hearings, and Liquor Control Commission hearings and District Court civil infraction hearings) which occur beyond the employee's normal shift. The employee shall keep (and any such sum so retained shall not be included in his or her overtime compensation paid hereunder) any mileage allowance received in connection with these types of proceedings.

Officers on special training shall receive overtime compensation if the training exceeds eight (8) hours, exclusive of a lunch and/or dinner period.

SECTION 3 - SCHEDULING

A shift schedule shall 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. Any hours worked as a result of the failure to comply with this five (5) day notice requirement shall be compensated at the rate of time and one-half.

It is agreed that the department will schedule normal shifts on weekends. It is understood that this does not guarantee that the employee will not be required to work his or her weekend off but if same should occur it is agreed that the employee will receive overtime rate for the time so worked.

Normal shift shall mean the appropriate shift coverage in light of the circumstance confronting the City.

The five (5) day shift change notice shall be reduced to three (3) days for officers assigned to the special emphasis team.

The City and the Lodge acknowledge that they have discussed at length the concept of arranging schedules so that officers so desiring can have two (2) weekends off per month, and the City acknowledges that it will strive to do so within the resources and manpower available to it. Given the uncertainties in future events, the City cannot make a legally enforceable commitment to such weekend schedules. In the event problems occur with

scheduling, either party may invoke with proper notice the special meetings clause of this contract in an effort to resolve same.

Employees may request days off up to the 15th of the month preceding the month in which they would like the time off.

SECTION 4 - PYRAMIDING

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

SECTION 5 - ON CALL

Police officers assigned to the Community Activities Bureau who are on call above and beyond their normal workweek shall receive an additional pass day for each week so assigned.

SECTION 6 - SPECIAL WEEKEND EVENTS

To the extent additional officers are deemed necessary on weekends or holidays for special events and/or football games, such personnel shall be summoned to duty on a call-in basis and shall be paid a minimum of four (4) hours overtime pay.

Any officers called in for duty in connection with such games or events shall, during the hours in which the game or event is in progress and to the extent their services are not required in some other connection, be free to return home or otherwise leave their assigned duty until such time as they are instructed to report back after the game or event to complete that duty. It is understood that in no case shall an officer's return to duty after the game

or event, in accordance with the provision set forth above, be deemed a separate call-in. Rather, such return to duty shall be deemed included in and part of the initial call-in of such officer prior to the start of the game or event. Any officer who chooses to return home or leave his or her duty in accordance with this provision shall not be compensated for the period of time he or she is not working and shall not be eligible for the minimum four (4) hour overtime payment.

In addition, as agreed, any officer called in for such duty may, to the extent their services are no longer required, attend the game or special event so long as they enter the stadium through the police information booth. Should such officers wish to receive compensation while being in attendance at the game or event, they must indicate their availability for duty assignments during the game or event by signing the appropriate register at the police information booth upon entering the stadium.

SECTION 7 - ACTING PAY

On those occasions when no supervisory officer is on duty, the senior police officer on that particular shift will receive a \$30 payment for assuming the duties of a supervisory officer for up to four (4) hours and a \$60 payment for assuming the duties of a supervisory officer for more than four (4) hours, with a maximum payment of \$60 for any one (1) shift. Such acting rank premium is not to be taken into account with respect to the computation of overtime, longevity pay, holiday pay, vacation pay or any other

benefit or premium specified by this collective bargaining agreement.

ARTICLE 10

PASS DAYS

SECTION 1 - DEFINITION

Because police officers and jail service officers are required to work regardless of calendar weekends, including Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as "pass days".

SECTION 2 - NUMBER

Employees covered hereby earn pass days each month they are employed by the City. Employees shall earn eight (8) pass days every twenty-eight (28) days for a total of one hundred four (104) pass days each year.

SECTION 3 - CHANGING

Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from their Division Commander, or his or her designated representative. Due consideration of the employees' wishes as well as the needs of the department will be taken into account regarding all such requests.

SECTION 4 - EMERGENCIES AND DISCIPLINE

Pass days as herein provided which are cancelled for emergency purposes shall be considered lost and subject to payment of overtime.

In an emergency situation such as flooding, snowstorms, tornadoes (but not limited to these), an employee of this bargaining unit who is not able to report to work on the employee's regularly scheduled workday shall be charged with a pass day, vacation day, holiday time or personal leave time providing such time has been accumulated to his or her credit.

ARTICLE 11

VACATION LEAVE

SECTION 1 - PROCEDURE

The time at which an employee shall take his or her 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 or her to establish vacation schedules and to arrange working schedules accordingly.

SECTION 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 or she has completed six (6) months of service, at which time he or she will be credited with five (5) working days.

SECTION 3 - COMPUTATION OF BENEFITS

For Police Officer's, the maximum amount of vacation earned per year for each regular full time employee shall be as follows:

| Length of Service | Vacation Allowance |
|---------------------|--------------------|
| 6 months to 1 year | 10 work days |
| 1 year to 2 years | 11 work days |
| 2 years to 3 years | 12 work days |
| 3 years to 4 years | 13 work days |
| 4 years to 5 years | 14 work days |
| 5 years to 9 years | 18 work days |
| 9 years to 10 years | 19 work days |
| 10 years and over | 24 work days |

For Jail Service Officers, the maximum amount of vacation earned per year for each regular full time employee shall be as follows:

| Length of Service | Vacation Allowance |
|---------------------------------------|--------------------|
| Date of Employment through 5 years | 10 work days |
| 6 years to 10 years | 12 work days |
| 11 years to 15 years | 16 work days |
| 16 years to 20 years | 21 work days |
| 21 years and over | 23 work days |

Vacation leave shall be computed from the first full working day of the employee. If a legal holiday falls within the vacation period, an extra day will be given, unless otherwise provided for herein -- the time to be arranged with the department.

In the case of an employee with less than one year full time service for the City, vacation leave shall be prorated in proportion to his or her length of service.

The amount of vacation leave charged to an employee during his or her leave shall be equal to the number of regularly scheduled days he or she would otherwise have worked during his or her absence on such leave.

Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the preceding year's accumulation. Under certain conditions, special exceptions to this provision may be made by the City Manager.

If an employee leaves the service of the City prior to completing six (6) months of work, he or she shall receive no vacation pay. An employee who has served over six (6) months shall be paid for any unused vacation due at the time he or she leaves the City's service.

SECTION 4 - PAY ADVANCE

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

ARTICLE 12

SICK LEAVE

SECTION 1 - PROCEDURE

Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity.

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or department head at or before the time set for the beginning of the employee's daily duties. Failure to do so shall result in denial of the employee's claim against paid time off.

When absence is for more than one (1) week the employee shall be required to file a physician's certificate, unless the department head has personal knowledge of the employee's sickness or disability.

SECTION 2 - ELIGIBILITY

All regular full-time employees covered hereby shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month on the job, and it may be used after completion of the first month of service, up to the amount accumulated at the time of illness.

Employees may use sick leave to attend to the needs of a sick child or spouse when in the opinion of the attending physician it is necessary.

An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

Any employee who has a sick leave occurrence more than five (5) times in any calendar year (exclusive of sick leave use for a funeral or for sick leave donated to another employee) will either not get paid for the first day of the next occurrence(s) in the year or would use other accumulated leave benefits.

SECTION 3 - COMPUTATION OF BENEFITS

All eligible employees shall be entitled to sick leave credit of one (1) working day for each completed month of service, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave shall be computed from the employee's first full working day. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he or she would otherwise have worked during his or her absence on such leave. Sick leave credit will not be allowed in advance of being earned.

Any unused portion of earned sick leave becomes accumulative. This accumulation may be carried over from year to year (unlimited accumulation).

No payment is made for unused sick leave upon separation from City employment, except by death or retirement.

SECTION 4 - RETIREMENT OR DEATH

Payment shall be made by the City on the death of an employee (to his or her heirs) or an employee's retirement (to the employee) of one-half of all accumulated sick leave, with payment not to exceed payment for sixty (60) accumulated sick leave days. Provided, however, that should an employee die in the line of duty, then payment shall be made by the City (to the employee's heirs) of 100% of all accumulated sick leave, with payment not to exceed payment for one hundred fifty (150) accumulated sick leave days. For purposes of this provision the term "die in the line of duty" refers to death resulting from injuries inflicted upon or received by a police officer while he or she is engaged in the service of the City, and performing police work, during a regularly scheduled or overtime shift. This term shall not include, by way of example only, deaths resulting from injuries received while in route to or from a regularly scheduled or overtime shift, or in confrontation occurring during a police officer's off-duty hours.

SECTION 5 - WORKER'S COMPENSATION AND SICK LEAVE

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.

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 or her regular salary which, together with such compensation, equals his or her regular salary. Such payments by the City shall not be deducted from the employee's accumulated paid leave for the first thirty (30) calendar days on compensation. After the first thirty (30) calendar days on compensation, an amount equal to the difference paid by the City between an employee's worker's compensation and his or her regular salary shall be deducted from the employee's accumulated paid leave. When the amount of the employee's accumulated paid leave has been depleted the City shall no longer pay the difference between worker's compensation and the employee's salary. An employee shall continue to accrue and receive benefits so long as he or she has paid leave benefits available and deductions are being made from said benefits. When this period has lapsed, the employee shall be deemed to be on inactive status and shall not be eligible to accrue or receive benefits other than those stipulated in this article. If an employee is injured on the job and exhausts leave benefits the City will continue to provide hospitalization insurance at City expense. Any employee covered by the Collective Bargaining Agreement may apply to the Police Chief for an extension of the thirty (30) calendar day period during which payments by the City shall not be deducted from the employee's accumulated paid 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 thirty (30) calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendation and such other circumstances as he or she deems appropriate, make a final and binding decision as to whether or not the above thirty (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 determination 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.

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 twenty-four (24) hours any injury sustained by him or her it shall be presumed that such injury resulted from his or her 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.

ARTICLE 13

HOLIDAYS

The following are designated by the City as holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and Christmas Eve Day.

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

It is the intent of the parties hereto that in the scheduling of duty days, bargaining unit employees will have either Thanksgiving Day off or the day after Thanksgiving, and it is the further intent of the parties hereto that the bargaining unit employees will have either Christmas Day off or the day before Christmas. However, this is entirely at the discretion of management.

If an employee does not work on the holiday, but is on a rotating shift, the employee shall receive another day off. If the employee does not work on the holiday and is not on a rotating shift, the employee shall be off on the holiday. If an employee

works on a scheduled holiday, the employee shall receive pay at time and one-half his or her regular hourly rate for all hours so worked on the holiday, plus a commensurate amount of time off as holiday compensation. 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.

If an officer is not on a rotating shift and there is a holiday, the officer would normally take the holiday off, except in circumstances which require the officer to return to work. However, the officer may elect to work all or part of the holiday and bank an equivalent number of holiday compensatory hours as worked. He or she may do so subject to providing advance notice to the department head for consideration of the request and to arrange working schedules accordingly. Approval or denial of such requests are not subject to the grievance procedure of the contract.

For employees hired prior to December 17, 1986, they may not earn or accumulate more than four hundred (400) holiday hours of leave. For those hired on or after December 17, 1986, they may not earn or accumulate more than one hundred sixty (160) holiday hours of leave.

ARTICLE 14

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 \$12,000.

Effective July 1, 1990, the maximum amount of an employee's salary which is subject to longevity computation shall be \$14,000.

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:

| Continuous Service | Annual Payment |
|---------------------------------------|-------------------|
| 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. of continuous service | 8% of annual wage |

ARTICLE 15

DENTAL, HOSPITALIZATION - MEDICAL COVERAGE

All regular, full time employees covered by this Agreement are eligible for group hospital, medical and surgical insurance coverage known as MVF-II, with an ML 1890 rider, semi-private room privileges, master medical option II, and \$2.00 co-pay prescription drug rider as currently administered through WeyCo, Inc. Effective January 1, 1989, the master medical option II, WeyCo Plan will be \$150/300 with the free office visits continuing at three. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent. 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 (dependents as defined by the Internal Revenue Service for at least six full months), the employee will pay the additional cost for this coverage monthly by payroll deduction.

Effective January 1, 1991, major medical contributions will apply to all medical charges with the exception of free office visits and physical exams. Additionally, the drug co-pay will

increase to \$4.00. Effective January 1, 1992, free office visits will be reduced to two (2) and the amount for a physical examination will increase to \$150.

Also available for regular, full time employees covered by this Agreement are coverages provided by Health Central, Inc. (described as "Plan 7"), or Physician's Health Plan, Inc.

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

The original coverage begins on the date of hire. If an employee decides for some reason not to take advantage of hospitalization benefits at the time of hire, the employee must wait until the 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.

The City will pay the premium for medical coverage for the retiree and spouse only for those employees who retire under the provisions of Section 47(F) waiver at age 55 or older with 25 or more years of service. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his spouse, the City will continue to insure the spouse.

The City agrees that employees who retire between the ages of fifty (50) and fifty-five (55) with twenty-five (25) or more years of credited service may, at their option, be carried on the City's group hospitalization plan at the group rate, providing they pay the premium for the choice of such coverage quarterly and in advance. The City agrees that when the retiree reaches age fifty-five (55), the provisions as stated in the previous paragraph shall be applicable with coverage paid by the City.

Effective January 1, 1991, Police Officers who retire at age 50 or older with 25 or more years credited service but who have not reached age 55 may continue hospitalization for retirees and spouse in the employee group at City expense provided that such eligibility for extended coverage is conditional on the retiree giving satisfactory verification, under oath if requested, that he/she has no access or eligibility for other medical care coverage through, for example, spousal coverage or because of other employment. A retiree who reaches age 55 or a member who is 55 years of age or older at the time he/she retires will be provided at the employer's cost the medical insurance regardless of the accessibility or eligibility for other medical care coverage from other sources.

A dental insurance plan shall provide the benefits listed in Appendix B hereof, and the City shall have the right to select a suitable insurance carrier to cover said benefits.

Medical coverage identified in this Article 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.

WAIVER OF HOSPITALIZATION - MEDICAL COVERAGE

In consideration of Five Hundred (\$500.00) Dollars per fiscal year, an employee may voluntarily waive his/her right to participate in any of the group health insurance plans.

To effectuate waiver from the Plan requires execution of the proper Waiver Form available in the Personnel Department. The effective date of loss of coverage will be on the last day of the month during which the Waiver Form was executed.

An employee agrees to drop health coverage for a period of at least two years from the effective date coverage is waived.

An employee may re-enroll earlier than two years if he/she provides, in writing, evidence of loss of alternative medical coverage.

If an employee wants to re-enroll in either of the Plans because the two year period has lapsed or because alternative coverage has been lost, they must complete the necessary Enrollment Form available in the Personnel Department. Coverage will become effective on the first day of the month following completion of the proper Enrollment Form.

The employee and his/her eligible dependents will have to satisfy the Pre-Existing Condition Clause if re-enrolling in the Plan, if the Plan they are choosing requires such a Pre-Existing Clause.

The Five Hundred (\$500.00) Dollars will be paid during the last payroll period in the fiscal year. It will be pro-rated by the number of months in that year the employee was not enrolled in a health care plan (\$41.67) per month.

ARTICLE 16

GROUP LIFE INSURANCE AND FALSE ARREST LIABILITY INSURANCE

The City shall provide to an employee covered hereby a group life insurance policy with accidental provisions, at the City's expense, in the amount of \$30,000.

The City will provide police liability professional coverage (false arrest) covering all law enforcement officers in the East Lansing Police Department with limits not less than those now in effect.

ARTICLE 17

DISABILITY INSURANCE

Effective January 1, 1987, a disability insurance plan shall provide the benefits listed in Appendix D 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 \$13 per month per employee and each employee the balance through payroll deduction for monthly premiums.

Effective July 1, 1990, the Jail Service Officers disability plan will become effective.

ARTICLE 18

OTHER LEAVE

SECTION 1 - FUNERAL LEAVE

A maximum of five (5) days funeral leave time with pay may be utilized for attendance at funerals of an employee's father, mother, spouse and children, and three (3) days funeral leave time with pay for sister, brother, grandparents, grandchildren, father-in-law and mother-in-law. A maximum of two (2) days sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission from the department head in each individual case. Additional time off may be granted at the discretion of the Police Chief and City Manager. The employer is to be notified immediately of a death in the family and the extent of the employee's expected absence. In addition to the above, the employee at the sole discretion of the Police Chief may take two (2) additional sick leave days for attendance at funerals.

SECTION 2 - LODGE CONFERENCES OR CONVENTIONS

The Lodge's division president or his/her designee shall be excused from duty, without loss of pay, for up to a maximum of sixteen (16) hours per month for Lodge business, with an annual accumulation of excused time (with pay) at the rate of eight (8) hours per month not to exceed ninety-six (96) hours. The Lodge

will afford the City reasonable advance notice for the utilization of the time periods provided for in this Section by submitting the appropriate form.

The Lodge's division president or his/her designee shall be excused for three (3) days from duty without loss of pay to attend the State Convention. The Lodge's division president or his/her designee shall be excused from duty for up to five (5) days, without pay, to attend the Bi-Annual National Lodge Convention.

SECTION 3 - LEAVE OF ABSENCE

Leaves of absence without pay or accrual of benefits may be granted by the City Manager for a reasonable period for the following reasons:

1. Illness leave (physical or mental).
2. Prolonged illness in immediate family (spouse or child).
3. Educational (as approved by the Police Chief and City Manager).

SECTION 4 - MILITARY RESERVE LEAVE

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 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 will be allowed for a period of not more than two (2) weeks.

SECTION 5 - PERSONAL LEAVE

Each employee shall receive four (4) personal leave days per year. An employee may use each of these leave days in two (2) hour increments if he or she so desires. Scheduling of personal leave time shall be subject to the prior approval of the Police Chief, or his or her designated representative.

SECTION 6 - LEAVE TIME TRADING

If a circumstance arises where employees are desirous of donating time off to a fellow employee(s), a special meeting may be requested as per Article 20, Special Meetings, 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 19

RETIREMENT

Each regular full-time employee shall become a member of the City's retirement system at the time of hire. The retirement system for Police Officer's is that furnished by the Michigan Employees' Retirement System - Plan B-2 Benefit, with a provision

allowance for retirement at age 55 with 25 or more years of service with unreduced benefits.

Effective July 5, 1982, the contribution made by employees of this bargaining unit to the Retirement System will be made by the City.

The City agrees to add the following retirement improvements:

Effective July 1, 1987 - F50

Effective July 1, 1987 - E2

Effective January 1, 1992 - FAC 3 and B3

The retirement system for Jail Service Officers is that furnished by the Municipal Employees' Retirement System - Plan C2 with a B1 base, with a provision allowance for retirement at age 55 with 25 or more years of service with unreduced benefits (F55 with 25). Additionally, Jail Service Officers are covered by Social Security with legally required contributions by the City and the employee.

The City and the Lodge agree that the City Council resolution dated September 20, 1977, shall not be applicable to new employees hired on or after December 17, 1986. 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.

ARTICLE 20

SPECIAL MEETINGS

The City and Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by no more than four (4) persons at special meetings, at least three (3) of whom shall be full-time employees of the City of East Lansing.

The Lodge representatives may meet at a place designated by the City on the City's property, for a period not to exceed one-half (1/2) hour immediately preceding a special meeting for which a written request has been made.

Employee representatives of the Lodge will be paid by the City for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

The Chief of Police and one (1) other member of the department whom he or she shall select shall meet at least monthly with two (2) representatives of the local division, one (1) of whom shall be the president, for the purpose of communicating ideas and exchanging information of mutual concern.

ARTICLE 21

PROMOTIONS

Promotions within the bargaining unit will be made on the basis of ability to perform the job. A promotion is defined as a position involving a higher rate of pay for the employee arriving for the position. The City shall not be obligated to consider a request from an employee who has not submitted his or her request for promotion in writing.

An employee who is promoted will assume his or her new responsibility on the effective date cited in the notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

The promotional procedure shall be outlined in a letter of understanding between the City and Lodge dated January 29, 1982 and which is attached as Appendix "C" hereof.

ARTICLE 22

DEMOTIONS

When an employee is demoted to a position in a lower classification, he or she shall be paid at a rate which is in the approved range of the lower classification position as determined by the City Manager.

ARTICLE 23

TRANSFERS

In the event of a newly created position within the bargaining unit, the position will be posted and employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work and seniority. 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.

CAB - DE ASSIGNMENTS

Officers may be assigned to the community activities bureau or detective bureau for up to three years. However, officers may not be assigned these activities consecutively, unless no other eligible officer applies for that position. In the event the Uniform Service Officer position remains as an assignment to sworn police officers, it will be treated as an assignment similar to those in CAB-DB.

ARTICLE 24

INTERNAL INVESTIGATIONS

The City and Lodge hereby acknowledge that all steps must be taken to maintain the unquestionable integrity of the East Lansing Police Department. Accordingly, all sworn officers shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities. This section is not intended to restrict the rights of an officer who is under investigation or is otherwise implicated in any such activity.

Internal investigations, whenever practical, will be conducted by supervisory personnel. All recommendations and/or conclusions regarding internal investigations shall be by supervisory personnel.

No member shall be summoned before a superior officer for any type hearing or investigation or interview where it is known disciplinary action will result without first having a union representative present.

The Union representatives shall have the right to be present and, if requested by the member, to represent the member at each and all levels of disciplinary proceedings. Before any member shall be required to make any written or oral statement or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the member and the Chief or his designated representative. The member shall have twenty-four (24) hours after such meeting to make the written statement.

and all such statements will be made voluntarily. This shall not pertain to departmental reports.

Whenever practical, all internal investigations where the notification of the employee would not jeopardize the investigation, the employee shall be notified that such an investigation has been initiated and the employee notified of the results of said investigation.

ARTICLE 25

RATES FOR NEW CLASSIFICATIONS

When a new classification is to be established within the unit, the City shall notify the Lodge prior to establishing a classification and rate structure. In the event the Lodge does not agree that the rate is proper, it shall be subject to negotiation.

ARTICLE 26

SALARY CLASSIFICATION

While employed by the City, each regular full-time employee is designated as being in a salary classification corresponding to his or her particular position. Each classification level carries minimum and maximum rates of pay with a provision for increases according to a uniform schedule. No employee shall be paid less than the minimum rate for his or her assigned classification. All new employees shall be paid the minimum rate for a classification unless a higher rate is approved by the City Manager. The classification schedule will be regulated as follows:

Salary increases shall be made on the basis of performance and service and in the amounts and at the intervals as provided for in Appendix "A" hereof. Merit increases shall be dependent upon written recommendations by the department head. Pay increases may be granted by the City Manager more frequently than the schedule will allow when recommended by the department head in writing and when the employee's exceptional qualifications or performance or unusual employment conditions make such action desirable. The amount of the increase, however, would be as indicated in the step schedule.

ARTICLE 27

MISCELLANEOUS

SECTION 1 - ADDRESSES AND TELEPHONE NUMBERS OF EMPLOYEES

Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his/her correct mailing address and of his/her telephone number. The City will provide the Lodge a list of its most recent phone numbers and addresses for Police Officers and Jail Service Officers at least once each six (6) months upon written request of the Lodge. Any officers not wanting to be placed on this list shall so notify the Chief.

SECTION 2 - RESIGNATION

Any employee covered hereby who desires to resign must present his or her resignation in writing to his or her department head or

the City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective.

The City shall pay an employee who terminates employment with the City for any accumulated vacation leave, personal leave, holiday leave and compensatory leave earned but not used at the time of separation of employment.

SECTION 3 - EFFECT OF THIS AGREEMENT

This Agreement supersedes any past practice otherwise not covered herein and it supersedes any previous Agreement, verbal or written, between the City and any employees covered hereby.

SECTION 4 - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement, and with respect to any subject or matter not specifically referred to or covered

in this Agreement. even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 5 - PRODUCTIVE TIME

The Lodge agrees that working hours shall be productive hours and that there shall be no Lodge work activity on City time and/or on the City's premises when it interferes with the duties of any employee (other than that specifically permitted by the express terms of this Agreement).

SECTION 6 - UNIFORMS

In the selection, procurement and issuance of uniforms, the City shall give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the Police Officers.

In that the City requires uniforms for Jail Service Officers, the City will select, process and issue uniforms which must meet the functional needs of the Jail Service Officers as determined by the City.

SECTION 7 - CLEANING OF UNIFORMS

The City will arrange a suitable schedule for cleaning uniform shirts, trousers, car coats and blazers, as necessary, at City expense.

SECTION 8 - AUTOMOBILES AND EQUIPMENT

In the procurement of motor vehicles for patrol purposes, the City shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

The City will make every reasonable effort to equip and maintain patrol vehicles in a safe condition. If an officer feels a vehicle is unsafe, he or she may bring it in. If the supervisor agrees, the vehicle will be taken out of service and repaired.

Except for emergency situations, the vehicle will remain out of service until it is cleared by the City's mechanics or released by the Chief or his designated representative for use.

SECTION 9 - SEVERANCE CLAUSE

Should any provision, section or portion thereof, of this Agreement be held by a Court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion.

SECTION 10 - CONFORMANCE WITH STATE LAW

If state law is amended on a mandatory basis that would affect any provision in this Agreement, the Agreement shall be automatically amended to conform with that law on the effective date of such law.

SECTION 11 - DAMAGED PERSONAL PROPERTY

The City will replace at 100 percent the cost of eye glasses and shoes damaged, destroyed, lost or stolen in the line of duty for police officers. However, other items will have a value limit of \$200.00, except that if the police officer provides a certified assessment by a jeweler that his or her wedding band is valued at more than \$200.00, the City will pay 100 percent of the value up to \$425.00.

The City also will replace at 100 percent the cost of eye glasses and shoes damaged, destroyed, lost or stolen in the line of duty for Jail Service Officers. However, other items will have a value limit of \$40.00

SECTION 12 - SCHOOLS OR SEMINARS RELATED TO POLICE OR PUBLIC FUNCTIONS

The Chief of Police will maintain a list of the schools or seminars which the City intends to make available to Police Officers and Jail Service Officers at City expense. The City agrees to post notices of schools or seminars which the City intends to make available to officers at City expense and will provide the Lodge President a copy of the posting. Final decision as to the selection of the officers attending schools or seminars will be within the exclusive discretion of the Chief of Police, which shall not be subject to the grievance and arbitration provisions of the contract.

SECTION 13 - PERFORMANCE STANDARDS

The Lodge recognizes the City's right and responsibility to maximize service to the community through the implementation and/or revisions of performance standards, norms and levels, work measurement procedures and performance appraisal systems. Before implementing any of the above measures the City will meet with the Lodge and discuss the items in question.

SECTION 14 - PERSONNEL FILES

1. Official Personnel File

A personnel file is maintained on every employee of the City. All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department and/or Police Department.

Information in an employee's personnel file may include the following:

- a. Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers, results of pre-employment physical).
- b. Personnel action forms or notices of pay changes and accompanying documents.
- c. Performance evaluation forms and related materials.
- d. Letters of commendation or complaint connected with employment.
- e. Promotional opportunity application and related materials.

- f. Forms pertaining to fringe benefit programs and related programs.
- g. Documents submitted by the employee.
- h. Certificates or notices of accomplishment of the employee in the area of training or employee development.
- i. Documentation of disciplinary action.
- j. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

2. Official Access

The following persons shall have the right of access to an inspection of an employee's personnel file:

- a. The employee who is the subject of the file.
- b. An attorney or designee of the employee when the employee has provided written authorization to his or her file.
- c. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal, or other personnel action.
- d. The City Attorney or other appropriate agent when needed in connection with any action brought by the employees against the City.
- e. Authorized representatives of the Human Resources Department.
- f. Other persons acting in compliance with federal, state, or local law.

3. Access Limited

Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee, and those listed in (2) above. The only information provided over the telephone is verification of an employee's job title, dates of employment and salary. No other information will be given unless the employee provides a written release form. An employee who reviews information in another employee's personnel file or a supervisor or other agent of the City who releases information from an employee's personnel file without authorization is subject to disciplinary action.

4. Written Reprimands

Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

After one (1) year, the employee has the right to meet with the department head to discuss removal of any negative items in the personnel file. Such removal shall be at the discretion of the department head. However, if there has been no adverse employee conduct within two (2) years of the latest reprimand, the employee's personnel file shall be purged of any reprimands if so requested by the employee.

5. Employee Access

An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals.

generally not more than two (2) times per year. his or her personnel record. The review shall take place in the Human Resources Department and/or Police Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in his or her personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining his or her position which shall then be made part of the personnel file, with a copy provided the supervisor.

SECTION 15 - LODGE BULLETIN BOARD

The City will provide a bulletin board for the exclusive use of the Fraternal Order of Police. All items posted on said bulletin board must be initialed by the Lodge president or his/her designated representative.

SECTION 16 - MILEAGE

The City will reimburse employees who use their personal vehicles for City business including civil infraction hearings at a rate equal to that paid to other City employees excluding the situations where the employee receives compensation for same from another source. All such payments shall be subject to the approval of the Chief.

SECTION 17 - DICTATING MACHINES

The City will take reasonable steps to maintain in good working order tape dictation machines for use by bargaining unit personnel.

SECTION 18 - COPIES OF COLLECTIVE BARGAINING AGREEMENT

The City agrees to provide the Lodge with copies of the Collective Bargaining Agreement once same has been duly ratified by the parties and signed by their respective representatives. The number of copies to be so provided shall be equal to the number of members of the bargaining unit plus a copy for the legal representative of the Lodge.

SECTION 19 - COURT APPEARANCE

No officer of this bargaining unit shall be disciplined by the City for failing to appear in court on a day other than the day provided for in the subpoena for that purpose. It is understood and agreed between the parties hereto that if the City desires to change the provisions of this section, they will notify the Lodge of their desire to do so and will agree to meet with the Lodge concerning same.

SECTION 20 - HUMANITARIAN CLAUSE

Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot

perform his/her regular job, the City will make every effort to place the employee in a vacant position that he/she 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/she is physically and mentally able to perform shall be the only issue subject 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/her 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/she is physically and mentally able to perform, the arbitrator shall have the authority to order appropriate back pay from the date of the violation until he/she is satisfied the City has made such a good faith effort or until the individual is placed in a suitable vacant position that he/she is physically and mentally able to perform.

SECTION 21 - PROTECTIVE VESTS

Protective vests shall be provided police officers and will be worn at the discretion of the officer except at those time when the Chief or his designee orders them to be worn. The City will replace vests as needed as determined by the City.

ARTICLE 28

GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION OF A GRIEVANCE

A grievance is defined as a claim reasonably and logically founded on 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.

SECTION 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 prior to the date the grievance was first filed in Step 1 of the grievance procedure.

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

D. When a management representative returns the form with his or her 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 appropriate 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.

G. In computing time limits, Saturdays, Sundays and holidays (as established by this Agreement) shall be excluded.

SECTION 3 - STEPS OF THE GRIEVANCE PROCEDURE

Whenever a grievance arises, an employee may present said grievance to his or her immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement, and 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 or her first line supervisor discussing the grievance. If the issue is unresolved, the employee may contact his or her representative who shall reduce the grievance to writing on a form provided by the City and then present it according to the following procedure and to all the rules for grievance processing set forth in section 2 of this article. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules for grievance processing, shall be used by a City representative at any step as a basis for permanent grievance denial. Any grievance so designated shall not be appealed to the next higher step nor shall it be resubmitted, as the designation of permanent means "not reviewable in any form whatsoever."

Step 1. A representative, no later than the day following the employee contact shall present the written grievance to the employee's Shift or Bureau Commander. The command officer, no more than five (5) calendar days later, shall write his or her answer on the grievance form and return same to the employee's representative. In cases of discharge or suspension, or where otherwise agreed to by the Chief of Police, Step 1 of the grievance procedure need not be utilized. In such cases, a grievance shall begin at Step 2.

Step 2. If the command officer's answer in Step 1 is not satisfactory to the grievant, the employee's representative may, within two (2) days thereafter, present it to the Police Chief, or his/her designated representative, who shall answer it, in writing, on the form, no more than five (5) calendar 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/her designee may, within five (5) calendar days thereafter, present it to the City Manager, or his/her designee. The City Manager may call a meeting at which any individual who has participated in a previous step may attend. The City Manager shall answer the grievance, in writing, no later than ten (10) calendar days after it is presented to him/her.

Step 4. In the event the above steps fail to resolve the grievance or settle the dispute, either party seeking arbitration must notify the other party within thirty (30) days from the conclusion of step 3. Failure to notify the other party shall indicate resolution of the grievance.

Step 5. The Lodge shall have exclusive authority to initiate and prosecute grievances on behalf of employees under this article, except that any individual employee or group of employees shall have the right to, at any time, discuss a grievance with their immediate supervisor for the purpose of settling such grievance as specified in the preamble of this section 3.

Step 6. 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 to the City 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.

2. Upon receipt of notice of intent to arbitrate, the parties will attempt to agree upon the selection of an arbitrator and if they fail to agree within seven (7) calendar days, the Lodge shall, within fourteen (14) calendar days of the date of its notice, advise the Federal Mediation and Conciliation Service in writing (copy to the 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 seven proposed arbitrators from the Midwestern area of the United States, provided they are located within the State of Michigan or within 250 miles of the City of East Lansing, all of whom are members of the National Academy of Arbitrators. Upon receipt of a satisfactory panel, the parties shall promptly meet and select an arbitrator from the panel by each alternately striking names therefrom until only one name remains.

3. The Arbitrator shall limit his decision to the interpretation, application and enforcement of this Agreement and he or she shall be without power or authority to make any decision:

- a. regarding any issue other than the issue(s) submitted to him/her;
- 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 the Agreement;
- d. granting any increases or decreases in wages and/or other benefits that are not covered in this Agreement.

4. 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.

5. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

6. The grievance submitted to arbitration 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 or her 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 expense of the Arbitrator shall be shared equally by the parties. The aggrieved and his or her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

SECTION 4 - ELECTION OF REMEDIES

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

SECTION 5 - REDUCED STEPS

Any step or steps of the grievance procedure may be waived where mutually agreed to by the parties.

ARTICLE 29

AGREEMENT, RATIFICATION, TERMINATION

MODIFICATION

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this Article.

SECTION 1 - RATIFICATION

The City negotiating committee shall submit and recommend to the City Council that they ratify this Agreement only after the Lodge submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the City Manager receives from the Lodge, written notification thereof.

SECTION 2 - EFFECTIVE AND TERMINATION DATES

This Agreement shall become effective July 1, 1989, and shall continue in full force and effect until 11:59 p.m., June 30, 1992, except as elsewhere provided for in this Agreement, and for successive annual periods thereafter, unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision 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 this day of 1990.

FOR THE LODGE:

FOR THE CITY:

Division President

Mavor

Bargaining Member

Director of Human Resources/
City Clerk

Lodge Representative

MEMORANDUM OF UNDERSTANDING

The City of East Lansing, Michigan and Capitol City Lodge #141 of the Fraternal Order of Police, Non-Supervisory Division of the East Lansing Police Department, in consideration of improvements and changes negotiated, do hereby enter into and agree to be bound by the following terms and provisions of this Memorandum of Agreement and by executing same acknowledge that the provisions provided for herein shall be in addition to any other changes made and added to the Collective Bargaining Agreement between the same parties entered into on the same date.

1. SHIFT TRANSFERS

During the months of September and March, the officers shall be polled by seniority to determine if they wish to remain on the shift to which they are then assigned.

2. SPECIAL COMPENSATION FOR THOSE EMPLOYEES NOT RECEIVING EDUCATIONAL BONUS

Those police officers that do not benefit from the provisions concerning educational bonus set out in Appendix "A" of the Collective Bargaining Agreement shall receive one additional vacation day for each year of the contract. (The additional day is to be added to the vacation schedule already provided for in Article 11, Section 3 of the Agreement).

The additional time off shall be posted to the vacation schedule of the employees affected in January of each year of the contract and shall be in addition to any other time off the employees are to receive under other provisions of the collective bargaining agreement.

3. COURT TIME

The Chief of Police will work with the court system to attempt to resolve court time appearance problems. However, if an officer reports to court as specified in telephone messages, the officer will receive the appropriate court time compensation from that point on if the case is delayed or dismissed.

4. CALLS AT HOME

Supervisors are responsible for making certain information is properly supplied, therefore supervisors will be called first. If called at home, the officer should inform the Chief of Police through the shift supervisor so that the appropriate methods for dealing with the problem can be developed.

5. SELF-INCRIMINATING EVIDENCE

A citizen complaint form will be channeled through the City Attorney. Discussions with the officer and City Attorney will be handled as privileged information. If the City Attorney feels an investigation is necessary the Chief will establish a review board.

6. BULLETIN BOARD

The Lodge bulletin board will be placed in an area unobstructed by a door.

7. PRESIDENT ASSIGNED TO DAY SHIFT

The Division President will be permanently assigned to the day shift. In order to accommodate this assignment, the following procedure will be followed. When the shift that the Division President is assigned to is on days no change in personnel is required. When another shift is scheduled for day shift a member of that shift will replace the President on his or her shift, (either midnight or afternoon shift).

The method used to select that shift member will be by the volunteering of one (1) or more officers. If more than one (1) officer volunteers seniority will prevail.

If there are no volunteers, then the least senior non-probationary officer will be assigned. No officer will be required to change shifts more than once until all officers have had their rotation.

If the Lodge President is in investigations, that assignment will be considered day shift for purposes of this Section.

There will be no grievances from the Lodge or individual officers concerning bumping except where the grievance relates to the specific mechanism of bumping as outlined above.

8. UNIFORM OF THE DAY

From May 1 to October 1, the uniform of the day will be short sleeve, open collar shirts. If undergarments are exposed, they will be clean, white and neat, or subject to discipline.

At other times of the year, the uniform of the day will be designated at the beginning of the morning shift. As a matter of policy, the department will order short-sleeve, open-collar shirts (no ties) when the temperature forecast for the day (U.S. Weather Bureau) is 70 degrees or above.

The uniform of the day when long-sleeve shirts are required will include closed collars and ties.

This MEMORANDUM OF AGREEMENT being entered into this
day of , 1990.

DIVISION PRESIDENT, Fraternal
Order of Police, Capitol City
Lodge #141, East Lansing Non-
Supervisory Division

MAYOR

Lodge Representative

Director of Human Resources/
City Clerk

Appendix A

Listed below are the classifications which are covered by this Agreement with the corresponding annual salaries and the merit increases for each step increase agreed to by the parties to this Agreement.

| Police Officer | | 06/26/89 | 06/25/90 | 06/24/91 | 12/23/91 |
|----------------------|--------|-------------|-------------|-------------|-------------|
| Minimum | Hourly | \$11.24 | \$11.69 | \$11.92 | \$12.16 |
| | Annual | \$23,379.20 | \$24,315.20 | \$24,793.60 | \$25,292.80 |
| 1 Year | Hourly | \$11.92 | \$12.40 | \$12.65 | \$12.90 |
| | Annual | \$24,793.60 | \$25,792.00 | \$26,312.00 | \$26,832.00 |
| 2 Year | Hourly | \$12.64 | \$13.15 | \$13.41 | \$13.68 |
| | Annual | \$26,291.20 | \$27,352.00 | \$27,892.80 | \$28,454.40 |
| 3 Year | Hourly | \$13.69 | \$14.24 | \$14.52 | \$14.81 |
| | Annual | \$28,475.20 | \$29,619.20 | \$30,201.60 | \$30,804.80 |
| 4 Year | Hourly | \$15.11 | \$15.71 | \$16.02 | \$16.34 |
| | Annual | \$31,428.80 | \$32,676.80 | \$33,321.60 | \$33,987.20 |
| Jail Service Officer | | | | | |
| Minimum | Hourly | \$8.29 | \$9.12 | \$9.30 | \$9.49 |
| | Annual | \$17,243.20 | \$18,969.60 | \$19,344.00 | \$19,739.20 |
| 6 Months | Hourly | \$8.68 | \$9.55 | \$9.74 | \$9.93 |
| | Annual | \$18,054.40 | \$19,864.00 | \$20,259.20 | \$20,654.40 |
| 18 Months | Hourly | \$9.14 | \$10.05 | \$10.25 | \$10.46 |
| | Annual | \$19,011.20 | \$20,904.00 | \$21,320.00 | \$21,756.80 |
| 30 Months | Hourly | \$9.58 | \$10.54 | \$10.75 | \$10.97 |
| | Annual | \$19,926.40 | \$21,923.20 | \$22,360.00 | \$22,817.60 |
| 42 Months | Hourly | \$10.05 | \$11.05 | \$11.27 | \$11.50 |
| | Annual | \$20,904.00 | \$22,984.00 | \$23,441.60 | \$23,920.00 |
| 54 Months | Hourly | \$10.57 | \$11.63 | \$11.86 | \$12.10 |
| | Annual | \$21,985.60 | \$24,190.40 | \$24,668.80 | \$25,168.00 |
| 66 Months | Hourly | \$11.09 | \$12.20 | \$12.44 | \$12.69 |
| | Annual | \$23,067.20 | \$25,376.00 | \$25,875.20 | \$26,395.20 |

EDUCATIONAL BONUS

Police Officers covered by the terms of this Agreement shall be compensated by receiving an educational bonus if eligible according to the following schedule in December of each year of the contract:

- (a) \$350.00 for a Master's Degree
- (b) \$300.00 for a Bachelor's Degree
- (c) \$175.00 for an Associates Degree or equivalent of two (2) years of college.

These payments will not be considered part of the contractual wage rate. Similarly, they shall not be considered as compensation for the purposes of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the Collective Bargaining Agreement.

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 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 dentures 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 percent (50%) of the costs of any service in categories 1-16

shall be paid for by the employee, with the remaining fifty percent (50%) being paid for by the City's insurance carrier up to a maximum benefit of \$800.00 per person per year. Coverage for orthodontic treatment shall be provided, pursuant to a separate insurance rider, in a manner such that fifty percent (50%) of the costs of any services in that category shall be paid for by the employee, with the remaining fifty percent (50%) 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 \$800.00 per person. Coverage for orthodontic treatment shall be limited to persons 19 years of age or under.

Effective January 1, 1987, the Dental Plan as specified in Appendix B shall be amended as follows:

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

| BENEFIT | COVERAGE DESCRIPTION |
|--|--|
| Type A Expenses (Diagnostic and Preventative 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 |

APPENDIX C

PROMOTION PROCEDURE

APPENDIX C

PROMOTION PROCEDURE

1.1. PURPOSE

The purpose of this procedure is to establish a promotional system for the position of sergeant in the East Lansing Police Department. It is the policy of the City to make all promotions on the basis of merit, as demonstrated by length of service, quality of service and supervisory potential.

1.2. PROMOTION DEFINED

A promotion is defined as an advance from a given rank to a higher rank.

1.3. NOTIFICATION POSTING

A. Examination notices for promotions to the position of sergeant shall be posted a minimum of thirty (30) calendar days prior to the written examination date.

B. Eligible applicants shall submit their requests to be considered for the promotion to the Police Chief in writing no later than fifteen (15) calendar days after the position of sergeant is posted. If an employee is not working during the entire fifteen (15) calendar day notification period, the employee will automatically be placed on the eligible list for the promotional opportunity.

1.4. TESTING FOR SERGEANT

Only police officers who have completed four (4) years of continuous service in the East Lansing Police Department as a sworn police officer prior to the date of the notice announcing

the examination are eligible to apply for the promotion to sergeant. The examination announcement shall be posted on the Monday following the day the position is vacated unless a list is in place in accordance with this procedure.

A. Written Examination.

1. Areas to be included shall include:
 - a) General police knowledge, such as:
 - criminal and traffic laws
 - City ordinances
 - criminal investigations
 - general orders
 - juvenile procedures
 - b) Supervisory skills
 - c) Interpersonal skills
2. The written examination shall be conducted on one date with no more than two (2) sessions: the time to be scheduled by the Chief.
3. Each candidate shall be required to take the written examination as scheduled unless he/she is prevented from doing so for the following reasons:
 - a) Medically certified incapacitating illness or injury:
 - b) Mandatory court appearances which cannot be adjourned:
 - c) Acts of God:

- d) Department assigned attendance at school;
- e) Other exceptions requested by a candidate must be submitted to the Chief in writing and must be approved by a majority vote of those candidates participating in the written examination process.

4. In no event may any candidate take the written examination more than thirty (30) calendar days after the original examination date.

5. A bibliography of appropriate study materials shall be posted along with the notification of the written examination. Each candidate shall be provided with a working copy of the appropriate study materials (to be returned), unless the source material has previously been issued by the Department.

6. Those applicants scoring seventy-five (75%) percent or higher on the written examination shall be permitted to continue through the promotion procedure.

B. Supervisory Rating

- 1. The supervisory rating shall consist of five (5) raters of the rank of lieutenant, as follows:
 - a) Patrol Division Shift Supervisors;
 - b) DB/CAB Supervisor;
 - c) Supervisor of Police Records;
- 2. The rating form is listed as Exhibit "A".

C. Peer Rating

1. The peer rating shall be a rating of each applicant by all other applicants.
2. The rating form is listed as Exhibit "A".

D. Evaluation Rating

1. The evaluation rating shall consist of the last two formal, written evaluations of the applicant.
2. The rating form is listed as Exhibit "A".

1.5. SCORING

A. Each element of the promotional process shall be weighted as follows:

| | |
|------------------------|------------|
| 1. Written examination | 50% |
| 2. Supervisory rating | 20% |
| 3. Peer rating | 10% |
| 4. Evaluation rating | <u>20%</u> |
| Total | 100% |

B. The written examination score shall be determined by taking the percentage score for the written examination and multiplying times 50% (.50).

C. The supervisory rating score shall be determined by adding the five scores together, dividing by five to get an average score, and then multiplying by 20% (.20).

- D. The peer rating score shall be determined by adding the ratings together, dividing by the number of raters to get an average score, and then multiplying by 10% (.10).
- E. The evaluation rating score shall be determined by adding the scores of the last two formal, written evaluations together, dividing by two to get an average score, and then multiplying by 20% (.20).

1.6. PROMOTION PROCESS ORDER

The written examination process shall be completed prior to the supervisory rating, evaluation rating and peer rating.

1.7. SELECTION

- A. The applicants shall be placed on a list in order of total score, with the examination results remaining effective for one year from the date the promotion results are posted.
- B. The Police Chief and Captain shall receive the names of the top five (5) applicants for each sergeant's vacancy. The Police Chief and Captain shall interview each eligible applicant and select one of the five for promotion to sergeant.
- C. Once a promotion is made from the list of five, the next highest numerical candidate shall be added to the list and added candidates shall then be interviewed by the Chief and Captain as provided in 1.7. B.

D. In the event the person scoring the highest on the promotional exam is not promoted, the person may request the Chief provide him or her a written statement on why he or she was not promoted. The Chief's answer is not grievable.

EXHIBIT "A"

EAST LANSING POLICE SUPERVISORY RATING

4.0 Exceeds Standards
3.0 Effective
2.0 Needs to Improve
1.0 Not Satisfactory

Name

Date

Division

Rating Supervisor

Section A

Rating Supervisor Must Check Each Factor:

4.0 3.0 2.0 1.0

1. Observance of Work Hours
2. Attendance
3. Grooming and Dress
4. Compliance with Rules
5. Safety Practices
6. Public Contacts
7. Suspect Contacts
8. Employee Contacts
9. Knowledge of Work
10. Work Judgement
11. Planning & Organization
12. Job Skill Level
13. Quality of Work
14. Volume of Acceptable Work
15. Meeting Deadlines
16. Accepts Responsibility
17. Accepts Direction
18. Accepts Change
19. Effectiveness Under Stress
20. Appearance of Work Station
21. Operating & Care of Equipment
22. Work Coordination
23. Initiative
24. Confidentiality
25. Communication Skills

SECTION B

Record Job Strengths:

SECTION C

Record Suggested Improvement Programs:

SECTION D

Record Work Deficiencies:

Additional Comments By Rater or Employee:

SECTION A. RATINGS

Column 4 - Exceeds Standards - Total performance is well above standards for the position. This evaluation should be reflected by marks for the critical factors in Section A, and superior or excellent performance should be noted in Section B. Only a few employees would normally qualify for this rating.

Column 3 - Effective - Meets standards. Consistently competent performance meeting or exceeding standards in all critical factors for the position. If margin is narrow and standards barely met, explain in Section D. Most employees would be rated in this category.

Column 2 - Some Improvement Needed - Total performance occasionally or periodically falls short of normal standards. Specific deficiencies should be noted in Section D. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements.

Column 1 - Not Satisfactory - Performance clearly inadequate in one or more critical factors as explained or documented in Section D. Employee has demonstrated inability or unwillingness to improve or to meet standards. Performance not acceptable for position held.

SECTION B.

Must be used to describe outstanding qualities or performances, when check marks are placed in Column 4. Use this section to record other progress or improvements in performance resulting from employee's efforts to reach previously set goals.

SECTION C.

Record agreed-upon or suggested improvement programs for the next evaluation period.

SECTION D.

Give specific reasons for check marks in Column 1 and 2. Record here any other specific reasons why the employee should not be recommended for permanent status, or - if the employee is already permanent - any specific reasons for required improvement.

SIGNATURES

Both the rater and the employee shall sign the report. The employee's signature indicates that the conference has been held and that he/she has had an opportunity to read the report. If he/she refuses to sign for any reason, explain that his/her signature does not necessarily imply or indicate agreement with the report, and that space is provided for him/her to state any disagreement. Further refusal to sign shall be recorded on the report, after which it shall be forwarded.

Personnel Evaluation Procedure

Section A.

Check one column for each factor. N/A will be indicated when a factor is not considered applicable to a particular job. Additional spaces have been provided to write in any additional factors. Each check mark in Columns 1 and 2 requires specific explanation in Section D. In the absence of specific standards for a factor, use your own opinion as to what constitutes standard performance. Standard does not mean average; in fact, standard performance can often be higher than average performance.

Factor checklist items are as follows:

1. Observance of Work Hours

Is the employee on time for work regularly? Does the employee take the correct amount of time for lunch and breaks? Is the employee on time for specific details (court, athletic events, when assigned on days off, et cetera)?

2. Attendance

Are requests for days off reasonable; do they follow departmental guidelines? Does the employee attend the special details assigned to (court cases, hearings, meetings, et cetera)? Does the employee follow departmental guidelines for use of sick time, comp time, personal leave, vacation, et cetera.

3. Grooming and Dress

Is the employee neat and clean? Is clothing and hairstyle appropriate for service performed while on duty and conforming to the specifications of the department? Is clothing properly maintained? Does weight stay within departmental guidelines?

4. Compliance With Rules

The ease with which an employee conforms or adapts to the Rules and Regulations, General Orders, Special Orders, Bulletins, or Commands issues by the Chief or a superior officer; or any federal, state or local law ordinance. Are reminders necessary? If so, how often?

5. Safety Practices

Does the employee take all proper and necessary security and safety precautions in the performance of his/her duties and in the use of equipment (vehicles, guns, handcuffs, nightsticks, and office equipment)? Does the employee take unnecessary risks?

6. Public Contacts

The employee's rapport with the community as a whole; his/her ability to communicate effectively and courteously with the general public or with other agencies; his/her effectiveness in rendering services to others; his/her success in earning the respect of the community.

(NOTE: This definition is concerned with the quality of the employee's contacts with the public; the quantity of public contacts would go under Category #14, "Volume of Acceptable Work"). What is the public's attitude toward the employee? Does the employee's contact build support, maintain support, or lose support for the department?

7. Suspect Contacts

The number and quality of contacts the officer has developed. How familiar is the officer with persons convicted of crimes? Self-initiated complaints.

8. Employee Contacts

The individual's rapport with fellow workers within the department. His/her ability to communicate and deal with them effectively and courteously; his/her success in getting along with them and earning their respect. Work as a team.

9. Knowledge of Work

How well the employee knows what is expected of a person in the position he/she is in. The employee, by virtue of experience, education, and training, is familiar with the practical aspects of all his/her specific duties and assignments and, on a broader level, understands the purpose, general structure, and general functions of the East Lansing Police Department as a whole.

10. Work Judgements

The employee's ability to form sound, reasonable opinions or decisions regarding any questions or problems in his/her line of work.

11. Planning and Organizations

Employee's ability to systematically arrange his/her work activities to enable him/her to perform functions in the best possible manner. Are court cases and other work organized properly? Is the future a consideration of his/her ideas?

12. Job Skill Level

The employee's degree of proficiency in his/her job.

13. Quality of Work

How well employee performs his/her assigned duties and functions. (This applies to all of his/her work in general, not to specific functions such as public contacts.)
Completes work assigned?

14. Volume of Acceptable Work

Amount of assigned duties performed properly; production rate of employee.

15. Meeting Deadlines

Employee's ability to satisfactorily complete assigned duties by the date or time when they must be done. Reports in on time?

16. Accepts Responsibility

Who does the employee feel is responsible for his/her overall performance? How well the employee is willing and able to undertake obligations which he/she alone must be able to account for. How much supervision does the employee require?

17. Accepts Direction

How well does the employee accept guidance or supervision? If reprimanded by a superior does the employee accept it and try to improve?

18. Accepts Change

Is the employee open minded with regard to new situations he/she encounters within or outside the department? Acceptance of a different job, different supervisor, different working hours, different department policy, et cetera.

19. Effectiveness Under Stress

The employee's ability to operate efficiently under increased demands of the public, increase in work load, and general abilities under adverse conditions.

20. Appearance of Work Station

How neat the employee's working habits and working area (desk, patrol car, equipment, et cetera) are.

21. Operation and Care of Equipment

Does the employee know how to operate all equipment assigned to him/her and keep it in working order?

22. Work Coordination

Employee does not perform his/her various duties in a haphazard fashion, but rather keeps his/her own "operation" running smoothly and efficiently. Does work generally seem to harmonize with other's work? Is there a consistent positive movement?

23. Initiative

Employee's general abundance of fresh, enthusiastic ideas or suggestions; also, his/her eagerness to "pitch in" and get a job started. Is the employee willing to "put out" that special effort?

24. Confidentially

Is employee trustworthy? What employee sees and hears -- does it stay here?

25. Communication Skills

Includes reports, proper grammar, et cetera. Is employee able to communicate for all to understand?

APPENDIX D

LONG TERM DISABILITY BENEFITS (For Active 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 (O.D.P.), the plan will begin paying a monthly benefit after O.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 of 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.

The 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 19, 1990

Officer Robert Wood, President
East Lansing Police Non-Supervisory Division
East Lansing, Michigan

RE: Shift Rotation

Dear Officer Wood:

This shall serve as a letter of understanding for Police Officers and Jail Service Officers:

- a. Provides for the clockwise rotation of shifts, with rotation every quarter.
- b. Officers will bid on shifts by seniority, with no officer able to bid the same shift more than three times in a row.
- c. The Department maintains the decision on how many officers will be assigned each shift.
- d. Probationary employees will be assigned to whatever shift the Department decides appropriate.
- e. If the committee convened to consider different shifts makes a recommendation, then the contract will be reopened for the purpose of shift premium. If the committee cannot reach consensus on the shift issue by July 1, 1991, the contract will be reopened for negotiation of shift premium and shift rotation. In no event, however, will shift premium be a consideration for Jail Service Officers. The reopener of shift premium and shift rotation is not subject to interest arbitration during the term of the contract expiring June 30, 1992.
- f. There will be no access to Act 312 interest arbitration if the parties cannot agree on matters in consideration under the reopener.

Thank you for your attention to this matter.

Sincerely,

Michael Benedict
Director of Human Resources

Approved: _____
Robert C. Wood Date

November 19, 1990

Officer Robert Wood, President
East Lansing Police Non-Supervisory Division
East Lansing, Michigan

RE: Investigative Positions

Dear Mr. Wood:

It is agreed the two current set positions will become two positions assigned to investigations and will fall under the contract language concerning police officers in investigations. One of these two positions will be a four year assignment. This position will be assigned to Metro for two years and the East Lansing investigations for the next two years. This would be the only four year position and all other special assignments would remain at three years.

Thank you for your attention to this matter.

Sincerely,

Michael Benedict
Director of Human Resources

Approved: _____
Robert C. Wood Date

November 19, 1990

Officer Robert Wood, President
East Lansing Police Non-Supervisory Division
East Lansing, Michigan 48823

RE: Voluntary Overtime Sign-Up Sheet

Dear Officer Wood:

This will serve as a letter of understanding which provides there will be a voluntary sign up list for overtime assignments for Non-Supervisory Police Officers. The Department will keep a record of overtime worked. There will be a sincere effort to equalize overtime; however, if an officer is missed for an overtime assignment, he or she will not have access to the grievance procedure but will be granted the next available overtime assignment. Additionally, the City agrees an officer will not work more than sixteen (16) consecutive hours except because of an emergency.

Thank you for your attention to this matter.

Sincerely,

Michael Benedict
Director of Human Resources

Approved: _____
Robert C. Wood Date