

## TABLE OF CONTENTS

ARTICLE 1	1	
AGREEMENT	1	
ARTICLE 2	1	
MANAGEMENT RIGHTS	1	
SECTION 1. General	1	
SECTION 2. Contract, Temporary and Substitute Employees	2	2
SECTION 3. Bargaining Unit Work	2	
SECTION 4. Subcontracting	2	
ARTICLE 3	3	
RECOGNITION OF LODGE3		
SECTION 1. Definition of the Bargaining Unit	3	3
SECTION 2. Dues Deduction	3	
SECTION 3. Lodge Bargaining Committee	5	
SECTION 4. Lodge Leave Time	6	
ARTICLE 4	6	
NO STRIKE PROVISION	6	
ARTICLE 5	7	
NON-DISCRIMINATION	7	
ARTICLE 6	7	
SENIORITY AND LAYOFF PROCEDURE	7	7
SECTION 1. Definitions	7	
SECTION 2. Loss of Seniority	8	
SECTION 3. Layoff and Recall	9	
ARTICLE 7	11	
PROBATIONARY PERIOD	11	
ARTICLE 8	11	
PROMOTIONS AND TRANSFERS	11	
SECTION 1. Promotions and Transfers Outside the Bargaining Unit	11	11
SECTION 2. Promotions	11	
ARTICLE 9	12	
HOURS OF WORK	12	
SECTION 1. Normal Work Day and Work Week.	12	12
SECTION 2. Overtime	12	
SECTION 3. Overtime Distribution	12	

SECTION 4. Pyramiding	12	
SECTION 5. Shift Assignments	12	
SECTION 6. Call-Back and Call-In Pay	13	
SECTION 7. Medical Treatment Compensation	14	
ARTICLE 10	14	
WAGE SUPPLEMENTS	14	
SECTION 1. Longevity Bonus	14	
SECTION 2. Compensation for Trainers	15	
SECTION 3. Shift Premium	16	
SECTION 4. Parking	16	
SECTION 5. Education and Training	16	
SECTION 6. Worker's Compensation	17	
SECTION 7. Mileage	18	
ARTICLE 11	18	
HOSPITAL, MEDICAL, SURGICAL INSURANCE	18	
SECTION 1. Medical Insurance - Active Employees	18	
SECTION 2. Medical and Dependent Care Reimbursement Account	20	
SECTION 3. Medical Insurance - Retirees	21	
SECTION 4. Complementary Health Care Coverage	23	
ARTICLE 12	23	
DENTAL INSURANCE COVERAGE	23	
SECTION 1. Dental Insurance - Active Employees	23	
SECTION 2. Dental Insurance - Retirees	23	
ARTICLE 13	24	
LIFE INSURANCE	24	
ARTICLE 14	24	
PAID TIME OFF	24	
SECTION 1. Vacation	24	
SECTION 2. Vacation Eligibility and Allowances	24	
SECTION 3. Vacation Scheduling	25	
SECTION 4. Vacation Payments	25	
SECTION 5. Holidays	26	
SECTION 6. Bereavement Time	27	
SECTION 7. Jury Duty or Witness Pay Supplement	28	
SECTION 8. Work Breaks	28	
ARTICLE 15	29	
SICK LEAVE	29	
SECTION 1. Paid Sick Leave Accrual	29	
SECTION 2. Sick Leave Usage	29	

SECTION 3. Sick Leave Charges	30
SECTION 4. Sick Leave Reimbursement	31
SECTION 5. Sick Leave Incentive	32
SECTION 6. Sick Leave Donation	33
SECTION 7. Emergency Leave	34
SECTION 8. ADA and FMLA.	34
ARTICLE 16	34
RETIREMENT/PENSION	34
SECTION 1. General Employees Retirement System	34
SECTION 2. Employees Hired Prior to July 1, 1992 who Previously Transferred Out of the Employees Retirement System to the Defined Contribution Plan (Defined Contribution Money Purchase Plan)	36
SECTION 3. Alternative Retirement System	37
ARTICLE 17	38
DISCIPLINARY ACTION, DISCHARGE, SUSPENSION	38
ARTICLE 18	39
GRIEVANCE PROCEDURE	39
SECTION 1. Definition of a Grievance	39
SECTION 2. Steps of the Grievance Procedure	39
SECTION 3. Rules of Grievance Processing	41
ARTICLE 19	42
HUMANITARIAN CLAUSE	42
ARTICLE 20	42
LEAVES OF ABSENCE	42
SECTION 1. Military Service	42
SECTION 2. Military Reserve Leave of Absence	43
SECTION 3. Leave of Absence	43
ARTICLE 21	43
MISCELLANEOUS	43
SECTION 1. Addresses and Telephone Numbers of Employees	43
SECTION 2. Bulletin Boards	44
SECTION 3. Waiver Clause	44
SECTION 4. Special Conferences	44
SECTION 5. Access to Premises.	45
SECTION 6. Safety	45
SECTION 7. Residency	45
SECTION 8. Legal Coverage	45
SECTION 9. Other Agreements	46
SECTION 10. Copies of Agreement	46
SECTION 11. Effective Date of Changes	46

ARTICLE 22	46	
TERM OF AGREEMENT		46
APPENDIX A	48	
PROMOTIONS		48
APPENDIX B	50	
WAGE SCHEDULE		50
APPENDIX C	52	
MEMORANDUM OF UNDERSTANDING		52
REORGANIZATION AND PUBLICATION OF POLICY AND PROCEDURE MANUALS		52
APPENDIX D	54	
COMPUTERIZED CALCULATION OF BENEFITS		54
INDEX	55	

ARTICLE 1

AGREEMENT

This Agreement is by and between the City of Lansing, Michigan, a municipal corporation, hereinafter designated "Employer" or "City", and the 911 Operators Division of the Fraternal Order of Police, Capitol City Lodge #141, herein after referred to as the "Lodge".

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours, and working conditions of employees of the City covered by this Agreement, and that all such understandings be written to be mutually binding.

The provisions concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement shall be in lieu of any or all benefits expressed in any other collective bargaining agreement, and the City compensation plan, not expressly appearing within this Agreement. However, City employees covered by other collective bargaining agreements who are placed into positions represented by this collective bargaining unit shall be allowed to: transfer any applicable leave balances (other than personal leave) which may only be used in accordance with the provisions of this Agreement; transfer any appropriate retirement benefits based on City seniority (if allowed by the City's Retirement Systems and the IRS); and may be placed in the wage schedule of this Agreement at the level closest to their rate of pay at the time of transfer, up to a maximum of Step three (3).

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1. General. 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 Lansing Code and any modifications made thereto and any resolution passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the 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 and where practicable to train existing

employees on new equipment or machinery; and, to decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract, discontinue 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 size of the work force and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classifications; (h) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (I) to establish work schedules; (j) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs; however, copies of all new work rules, regulations or written directives that alter working conditions shall be provided to the Lodge as soon as implemented and their reasonableness may be subject to the grievance procedure; (k) to transfer, promote and demote employees from one classification or department to another except that demotion shall not be utilized for the purpose of disciplining an employee; (l) 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.

SECTION 2. Contract, Temporary and Substitute Employees. The City may engage the services of contract, temporary or substitute employees to assist the regular work force for short periods of time under the following circumstances and limitations:

- A. To replace individual employees that are on approved leaves of absences.
- B. To replace individual employee position vacancies until the position is filled or sixty (60) days whichever period is less, unless the eligibility roster is depleted in which case the sixty (60) days will be increased to one hundred twenty (120) days.
- C. Such employees shall only be assigned to phones or to the law enforcement information network (L.E.I.N.)
- D. Such employees may work overtime periods where all eligible bargaining unit employees are unwilling or unable to work the overtime assignments. Such employees may be assigned after scheduled overtime slot selections are made by bargaining unit members, but before “forces” are assigned. Bargaining unit employees may bump such employees up to seventy-two (72) hours before the actual overtime work date.

SECTION 3. Temporary Out-of-Class Assignments. The city may, at its discretion, assign a member of the bargaining unit to serve as a temporary replacement for an absent supervisor or vacant supervisory position. If such a temporary out-of-class assignment lasts more than four (4) consecutive workdays, beginning the fifth (5<sup>th</sup>) consecutive workday (days actually worked do not include paid or unpaid leave time) such employee shall be paid at a rate equivalent to the minimum salary pay step of the supervisor pay range or a pay rate that is five

percent (5%) higher than the employee’s current straight-time rate, whichever rate is higher. The higher rate of pay will be paid for all supervisory work actually performed. Leave time shall not be paid at the employee’s out-of-class rate of pay.

Temporary out-of-class assignments shall be made on a strictly voluntary basis in the following order:

- C. Beginning with the highest score on the promotion list and proceeding down the list until exhausted.
- C. If the promotion list is exhausted, assignments shall be in order of seniority.
- C. Assignments due to a paid or unpaid absence shall be for the period of the absence. Assignments due to a vacancy shall not be for a period to exceed one hundred twenty (120) days.

SECTION 4. Bargaining Unit Work. Supervisors and non-bargaining unit employees shall be permitted to perform bargaining unit work in the following instances:

- A. In an emergency where regular employees are not available.
- B. To instruct or train employees.
- C. To do experimental work on a new job for a period not exceeding thirty (30) work days.
- D. To fill personnel shortages caused by scheduled employees not reporting to work, provided that the overtime is first offered to employees then working and an attempt has been made to offer the overtime to those employees who have submitted a voluntary overtime form, or where unit employees are not displaced provided that the bargaining unit is not eroded.

SECTION 5. Subcontracting. It is and has been the policy of the City to make every effort to utilize its employees to perform work when they are qualified to do so, but the City reserves the right to contract out any work it deems necessary or desirable according to dictates of good business practice. If it is anticipated by the City that the work to be subcontracted will continue for a period of more than thirty (30) days and the work is customarily performed by regular employees within the bargaining unit, the City agrees not to displace any member covered by this agreement until after the City discusses with the Lodge alternative approaches to such subcontracting. In the event that any bargaining unit members are deprived of work as a result of outside contracting of work, the City agrees to use its best efforts to place those employees in other jobs subject to the City's legal or contractual obligations to other City employees.

---

ARTICLE 3

RECOGNITION OF LODGE

SECTION 1. Definition of the Bargaining Unit . Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of Michigan, 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, and conditions of employment for the duration of the Agreement for all employees of the City included in the bargaining unit described below:

All full time regular Police Technicians-28 who are emergency telephone operators and who are subject to 1969 PA 312; excluding all other employees.

SECTION 2. Dues Deduction . Effective not later than thirty one (31) days after execution of this Agreement, the City agrees to deduct from the salary of each eligible employee in the bargaining unit who voluntarily becomes a member, the Lodge's dues subject to all of the following subsections:

A. The Lodge shall obtain from each of its members completed Check-Off Authorization Forms which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.

B. All Check-Off Authorization Forms shall be filed with the City's Finance Director who may return any incomplete, or incorrectly completed form to the Lodge's treasurer, and no check-off shall be made until such deficiency is corrected.

C. All employees as a condition of continuing employment covered under this Agreement who do not voluntarily choose membership in the Lodge shall have deducted from their wages a percentage of the membership dues, which such sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employees due the Lodge as their fair share of costs attributable to negotiating 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 amounts for other Lodge activities. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

D. The City shall check off only obligations which come due at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Lodge. The City will not be obligated to deduct delinquent dues resulting from acts or omissions of the Lodge.

E. The City's remittance will be deemed correct if the Lodge does not give written notice to the City Controller within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F. Any employee covered by the terms of this Agreement may join or terminate membership in the Lodge by written notice to the City Finance Director, and the amount owing the Lodge shall reflect accordingly with the next payment from the employee and due the Lodge.



G. The Lodge shall provide at least thirty (30) days written notice to the City Finance Director of the amount of Lodge dues and/or representation fee to be deducted from the wages of City employees as in accordance with this Article. Any change in the amounts determined will also be provided to the City Finance Director at least thirty (30) days prior to its implementation.

H. The Lodge agrees to indemnify and save the City harmless against any and all claims, suits, or other forms of liability arising out of, or by reason of, any action taken or not taken by the City for purpose of complying with any of the provisions of this Article or on the correctness of any dues deduction furnished by the Lodge to the City. The City may call upon the Lodge to defend any suits or proceedings arising out of the foregoing indemnity, and the Lodge shall promptly defend such suits or proceedings without cost to the City and in the event the Lodge fails to defend such suits or proceedings, the City may undertake such defense and all costs thereof shall be charged to the Lodge. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge.

I. The Lodge shall exclusively use the following Check-Off Authorization Form as herein provided for:

CHECK-OFF AUTHORIZATION FORM

FRATERNAL ORDER OF POLICE

LODGE NO. 141

911 OPERATORS DIVISION

VOLUNTARY CHECK-OFF AUTHORIZATION

CAPITOL CITY LODGE 141

Print \_\_\_\_\_  
Last Name First Name Middle Initial

I certify that Capitol City Lodge 141, Fraternal Order of Police is my designated collective bargaining representative and I hereby authorize and direct my employer, the City of Lansing, to deduct from my earnings during this month and each successor month an amount determined by Capitol City Lodge 141 and request that this amount be forwarded to the Treasurer of Capitol City Lodge 141.

This authorization and direction shall be irrevocable for the period of the joint bargaining agreement between Lodge 141 and my employer, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Lodge and my employer, unless written notice is given to the Lodge and my employer by me.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

J. Within two (2) weeks after the City hires or terminates an employee covered under this Agreement, the City shall notify the Lodge in writing of the name of employee, job classification, salary level and starting date or termination date. The City's failure to provide this notice within the prescribed time limits shall not be a grievable matter under this Agreement.

SECTION 3. Lodge Bargaining Committee. The bargaining committee of the Lodge will include not more than two (2) bargaining unit members. The bargaining committee may also consist of not more than two (2) non-bargaining unit representatives to be appointed by the Lodge. The Lodge will furnish the Labor Relations Administrator with a written list of the Lodge bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

The City shall compensate at their straight time rate the two bargaining unit members of the bargaining committee for the time lost from their regularly scheduled shift in negotiating a collective bargaining agreement with the City including one (1) hour prior to and one (1) hour after the bargaining meeting is over.

SECTION 4. Lodge Leave Time. The City agrees that the Lodge shall have a total of one-hundred fifty (150) hours per fiscal year, July 1 to June 30, of Lodge leave time for functions deemed necessary by the Lodge President. Each leave request shall be taken by the president or trustee in initial increments or not less than two (2) hours and thereafter in increments of ½ hour. Requests to take leave time in initial increments of less than two (2) hours will be considered by the Director or his/her designee subject to the needs and efficient operation of the

Communications Center and the denial of such request will not be contested or the subject of a grievance. The Lodge shall provide notice as soon as possible in writing of such leave to the Director of the Communications Center or his/her designee but not less than seventy-two (72) hours prior to taking the same. Except for participation in grievance procedures as provided in Article 18 and contract negotiations as provided in Article 3, there shall not be any additional paid leave for Lodge officials outside of this Section. Lodge leave time may be denied if more than one (1) Lodge representative requests to be excused from work for the same or simultaneous periods of time. In the event the Lodge Representative returns to work prior to the expiration of the approved leave, the Lodge Representative will be put back to work and the employee called back or called in to work overtime in the Lodge Representative's absence may be released from duty after working a minimum of three (3) hours.

## ARTICLE 4

### NO STRIKE PROVISION

\_\_\_\_\_The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge therefore agrees until the termination of the Agreement that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, 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 when such conduct: (I) violates a valid statute or ordinance, (ii) is in furtherance of an illegal strike or other illegal activity, (iii) obstructs the governmental functions of the City, (iv) concerns a matter which is subject to the contractual grievance and arbitration procedure. The Lodge specifically agrees that it will not participate or sanction the participation of its members in a strike, curtailment of work or refusal to come to work in sympathy with any other union or organization directed at this Employer, and further agrees that any employee covered by this Agreement participating in any action prohibited by this Article shall be conclusively presumed to be engaged in an illegal work stoppage in violation of this Article.

Any violation of the foregoing may be made the subject of disciplinary action or discharge.

## ARTICLE 5

### NON-DISCRIMINATION

\_\_\_\_\_SECTION 1. The City will not discriminate against any employee because of membership in the Lodge. The City and the Lodge agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's or other person's race, creed, color, sex, political affiliation, age, religion, or national origin. The City shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis.

It is the continuing policy and recognized obligation of the City and the Lodge that the provisions of the Agreement shall be applied fairly and in accordance with those Federal and

State employment laws relating to equal employment opportunity. Each party agrees to advise the other of equal employment opportunity problems of which it is aware. The City and the Lodge will jointly seek solutions to such problems through the procedures and programs provided in this Agreement. Furthermore, the City and the Lodge will take necessary action to promote goals and objectives of equal employment opportunities. In this vein, the City and the Lodge agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination in accordance with State and Federal Law.

## ARTICLE 6

### SENIORITY AND LAYOFF PROCEDURE

SECTION 1. Definitions. There shall be two types of seniority, each of which shall be defined as follows:

A. Bargaining Unit Seniority is defined as the length of continuous service as a full-time employee within a job classification covered by this bargaining unit. The employee's seniority shall be based upon the date he/she become employed in this bargaining unit regardless of prior employment with the City and excluding any unpaid absences or layoffs of continuous calendar days beginning the first day after the first full day of unpaid leave. Bargaining unit seniority shall be used for layoff, recall, vacation selection, and shift selection.

B. City Seniority is defined as the length of continuous service as a full-time employee with the City from the last date of hire, excluding any unpaid absences and layoffs of more than eight (8) continuous hours. Excluded is service with the District Court, Housing Commission and Board of Water and Light.

C. The Department shall post in January and July of each year a seniority list indicating the current bargaining unit hire date and the current bargaining unit seniority date (which is the hire date minus the unpaid leave of absence as defined in Section A above) of all employees effective as of January 1 and July 1. The most recent posted seniority list shall be the basis thereafter for all applications of seniority as provided for under the provisions of this Agreement.

SECTION 2. Loss of Seniority. An employee shall lose his/her status as an employee and his/her seniority if:

- A. The employee quits, or
- B. The employee is properly discharged, or

C. The employee fails to give notice of his/her intent to return to work or fails to report for work in accordance with Article 6, Section 3, or

D. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or

E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or

F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or

G. A settlement with the employee has been made for total disability, and the affected employee has been made aware of this consequence, or

H. The employee is retired, or

I. The employee is laid off for more than two years or the length of his/her seniority, whichever is greater, or

J. The employee participates in any strike, sit-down, stay-in, slow-down, curtailment of work, restriction of production, interference with the operation of the City, or any illegal picketing, during the term of this Agreement, or

K. The employee has not actively worked for the City due to an occupational illness or injury incurred in the course of his/her employment with the City of Lansing for a period of two (2) years. An employee who has been absent due to an occupational injury or illness incurred in the course of his/her employment with the City of Lansing for a period exceeding two

(2) years may apply for employment and shall be given preference for vacant positions in the bargaining unit in the same or lower job classifications provided that the employee is capable of performing all of the duties. A rehired employee shall be accorded the seniority accumulated prior to being on injury leave, or

L. The employee has been convicted of a felony or a circuit court misdemeanor, or

M. The employee has been convicted of a misdemeanor which renders the employee unfit to carry out his/her responsibilities or which may have an adverse impact on the security of the 911 Communications Center or the safety of other employees. Such misdemeanor convictions shall not include minor traffic offenses.

SECTION 3. Layoff and Recall. In the event that the City in its discretion determines that a layoff is necessary, such layoff will be from classifications selected by the City and in numbers determined by the City subject to the terms and conditions specifically provided for in this Agreement.

A. Order of Layoff. Layoff of employees shall be by bargaining unit seniority, and the following order shall be followed; provided that the employees who remain are capable of performing the work available:

1. Probationary employees
2. Remaining seniority employees within the classification affected shall then be laid off in the order of their bargaining unit seniority.
3. No permanent or probationary employee shall be laid off from their position in the 911 Communications Center while any temporary or provisional employees are serving in the same position/class in that department.

B. Demotion in Lieu of Layoff. An employee who has completed the probationary period and who is notified that he/she is to be laid off shall have the right to exercise bumping rights and displace the least senior employee in the next lower classification included in this bargaining unit provided that the employee subject to layoff has previously permanently held the position that he/she is bumping into, he/she is currently capable of performing the work satisfactorily without further training and has more bargaining unit seniority than the employee being displaced. Eligible employees who desire to exercise their bumping rights must notify the 911 Communications Center Director or his/her designee within forty-eight (48) hours of receiving a layoff notice.

C. Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days prior notice except in cases when a layoff is necessary to accommodate an employee returning from worker's compensation or leave of absence.

D. Recall. A laid off seniority employee, if recalled to a job similar to work content and identical in rate to the job from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

1. The order of recalling of laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
2. Employees being recalled from layoff shall be notified by certified or registered mail at their last address of record. A copy of the recall notice shall also be sent to the Lodge. Recalled employees must notify the Human Resources Section of the Lansing Police Department, within fourteen (14) calendar days from the date that the notice of recall was delivered to the employee's address, of their decision to return to work. The employee shall report for duty within fourteen (14) calendar days after the date of the written notification to the Human Resources Section of the Lansing Police Department or shall report at such later date as specified within the recall notice.

Employees who fail to timely respond in accordance with the above to the recall notice, or timely report for duty, shall forfeit their employment rights and shall be removed from the employment rolls. However such employees may continue on the recall list if within sixty (60) calendar days from the date of the recall notice good cause is shown and after establishment of a valid reason for untimely response. Such employees shall have only recall rights after all other laid off employees are recalled.

It is the responsibility of the employee to keep the Department notified of his/her current address.

3. In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee who is able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report to work at the end of said three (3) day period.

E. Expiration of Recall Rights. Employees on layoff shall retain recall rights for a period equal to their seniority or two (2) years whichever is greater.

## ARTICLE 7

### PROBATIONARY PERIOD

All new employees covered by the terms of this Agreement shall be termed "Probationary Employees" for the first twelve (12) calendar months of uninterrupted service from and after their date of hire. Employees may not use vacation leave during their probationary period.

Probationary employees must satisfactorily complete all phases of Lein, CBO, and Metro Dispatch before their release from probation. At the sole discretion of the City, an employee currently in active training may have his/her probationary period extended by up to three (3) months. There shall be no further extension of probation without the approval of the Lodge.

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

## ARTICLE 8

### PROMOTIONS AND TRANSFERS

SECTION 1. Promotions and Transfers Outside the Bargaining Unit. Employees covered by this Agreement shall be given an opportunity to apply for any other position in the City outside the bargaining unit, provided that such consideration may not conflict with the contract rights of employees in the bargaining unit which represents employees in the position to which the promotion or transfer is sought.

SECTION 2. Promotions. Promotions to positions covered by this Article shall be based on the qualifications and the ability of the employees to perform the work. Promotions shall be made in accordance with the promotional procedure contained within Appendix A of this Agreement.

## ARTICLE 9

### HOURS OF WORK

SECTION 1. Normal Work Day and Work Week. The normal work day for bargaining unit members shall be eight (8) hours. The normal work week shall consist of five (5) work days in a forty (40) hour work week. This section shall not be construed as a guarantee of any number of hours of work per day or per week. Nor shall this section preclude adoption of different definitions of normal work day and normal work week, by mutual agreement of the parties.

SECTION 2. Overtime. It is anticipated that the needs of the Department may require an employee to work overtime. Overtime is defined as work performed by an employee over and above the normal scheduled work day or normal scheduled work week, when authorized by the Director or his/her designee.

Overtime shall be paid at the rate of one and one half (computed at 152%) times the employee's hourly equivalent of annual salary in effect at the time the overtime is performed (annual salary divided by 2088 hours) for all hours worked in excess of eight (8) hours in any one (1) day, or for all hours worked in excess of forty (40) hours in one (1) week for which no overtime had already been paid.



Employees who work on the first of their two (2) scheduled days off in the work week will be paid at the rate of one and one half times their regular rate, as defined above, and employees who work on the second of their (2) scheduled days off in the work week will be paid at the rate of two times their regular rate, as defined above, provided that such employees have worked or have been compensated at their regular rate each of their five (5) scheduled work days in the work week.

SECTION 3. Overtime Distribution . Overtime work shall be distributed equitably and, in so far as practical, among qualified employees.

SECTION 4. Compensatory Time. Employees may elect to receive compensatory time, in lieu of the payment of overtime, at the rate equivalent to the rate it is earned. Hours banked under this section will accrue to a maximum “rolling” cap of forty (40) hours. Compensatory time banked may be used in lieu of scheduled vacation.

SECTION 5. Pyramiding . In no case shall overtime or any premium compensation be duplicated or pyramided including but not limited to the situation where overtime and call-in pay are applicable for the same hours of work, in which case only the lowest premium compensation shall be paid. Overtime or similar extra compensation shall be calculated on the basis of the employee's base rate excluding any shift premiums.

SECTION 6. Shift Assignments .

A. Nonprobationary Employees who have one (1) year or more of bargaining unit seniority prior to the beginning of the shift period shall select their shift for each one hundred twelve (112) day period with preference given to seniority employees.

B. Probationary employees not in active training shall be evenly assigned to each shift, as reasonably as possible. The Director of the Communication Center or his/her designee shall have the sole discretion to make shift assignments for employees on probation for each one hundred twelve (112) day period. If the Director determines that there are two (2) or more such employees with equal training experience and qualifications, preference shall be given to seniority. Probationary employees in active training will be assigned shifts based on availability of trainers.

C. A regularly scheduled shift schedule shall be posted once every twenty-eight (28) days to determine the normal work day for every employee of the bargaining unit. The schedule shall be posted at least ten (10) days prior to its effective date. Employees shall be given five (5) days notice of any shift change or other work schedule change unless the affected employee(s) agrees to the change, except in emergencies or circumstances beyond the control of the City.

D. The City may transfer an employee from one shift to another during the one hundred twelve (112) day period for the following purposes: training, meetings, or to handle

emergency situations. The City will seek volunteers, to the extent possible, in each of these vacancy situations, giving preference to seniority provided the volunteers have equal training, experience and qualifications. If a volunteer is not available, or if it is otherwise unreasonable to obtain a volunteer, an involuntary transfer will be effected, taking into consideration training, experience and qualifications and giving preference to seniority.

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

F. The City retains the right to adjust the shift hours, number of shifts, the number of positions on each shift, and the number of employees assigned to each shift.

G. Employees who exercise their seniority rights, as described in paragraph A, and change shifts shall forfeit their right to a previously selected vacation period if the vacation period conflicts with the efficient operation of the 911 Communications Center. Employees who are removed as a result of the regular shift selection process from a shift that included a previously selected and scheduled vacation period will not forfeit the scheduled vacation.

H. At least thirty (30) days prior to the beginning of each one hundred twelve (112) day selection period, the Lodge will survey the employees and notify the City of each employee's shift preference for that period.

SECTION 7. Call-Back and Call-In Pay. Effective with the execution of this Agreement if an employee is called in to work on a scheduled day off or is called back to work after completing a regular shift at a time other than the employee's posted duty shift, the employee shall be paid for such call-back and/or call-in time at the rate of time and one-half his/her regular hourly pay rate, with a minimum of three (3) hours' payment at the overtime rate. If the call-back or call-in pay period overlaps the beginning of the employee's regular work shift, the employee shall be compensated at the overtime rate only for the time worked prior to the beginning of the employee's regular shift.

This Section shall apply to employees who testify in District or Circuit Court on criminal matters that directly relate to the employee's duties or employment with the City of Lansing or in civil cases when the employee is directed by the City to appear in court.

SECTION 8. Medical Treatment Compensation. Time spent by an employee obtaining duty-injury/illness medical treatment or therapy during off-duty hours shall be compensated at a rate of one and one-half (1 ½) times the employee's regular hourly rate if such medical treatment is so scheduled or approved by the City or its contractual medical facility, but only for actual time spent obtaining the treatment or therapy. This provision does not apply to an employee obtaining medical treatment or therapy during periods of time he/she is on workers' compensation, i.e., not scheduled for work.

ARTICLE 10

WAGE SUPPLEMENTS

SECTION 1. Longevity Bonus. All regular full time employees hereby shall be entitled to receive a longevity bonus for length of service with the City according to the following rules and schedule of payment:

A. Unpaid absences of more than thirty (30) calendar days shall not be included in the computation for longevity benefits.

B. Following completion of five (5) years of continuous full time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

C. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full time service equal to the service required for original eligibility plus a minimum of one (1) additional year of such service for each payment, excepting that employees who retire between October 1st dates shall be eligible for a pro-rated payment as outlined under Section G below.

D. Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

E. It shall be the duty of the Department Head on November 15, of each year, to furnish the City Controller with a list of employees who are eligible to receive a longevity payment on December 1 of each year. The Department Head shall indicate, in the manner prescribed by the Controller, the amount of longevity bonus due each such employee and the Controller shall then authorize payment as of December 1 of each year.

F. Longevity Bonus Schedule. Effective October 1, 1995, the longevity bonus schedule shall be:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 or more and less than 10 years	2% of \$20,000.00
10 or more and less than 15 years	4% of \$20,000.00
15 or more and less than 20 years	6% of \$20,000.00
20 or more years	8% of \$20,000.00

G. Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis shall be paid pro-rated longevity bonus. Such pro-rated payment shall be based on the number of calendar months of full time service credited to an employee from the preceding October 1 to the date of retirement. An employee whose service with the City terminates for any reason, including retirement, between October 1 and December 1 of any year, shall be paid longevity bonus immediately upon termination or retirement.

H. The longevity increases set forth above shall be retroactive and cover only those employees on the payroll as of the execution date of this Agreement.

SECTION 2. Compensation for Trainers. Effective January 1, 2001, employees who are designated by the Director to act as trainers and who have been specifically assigned by the director or his/her designee to: 1) provide initial on-the-job training to new employees; or, 2) assist with special training projects, shall be covered by the following:

A. It is the intention of the Lansing Police Department, communications center to provide training on an eight (8) hour a day basis;

B. The parties recognize that from time to time, unusual circumstances may require training to occur in less than eight (8) hours or may require training of more than eight (8) hours in a day;

C. In order to accommodate variable lengths of training and provide equitable compensation to the assigned trainers, the following payment schedules based on the employee's regular hourly rate of pay (annual salary divided by 2088 hours) shall apply:

Where fewer than nine (9) Emergency Communications Technicians (including ECT I's and II's) are designated as trainers, compensation for training will be as follows:

<u>Length of Training Assignment</u>	<u>Compensation</u>
At least 1 hour to and including 4 hours	0.75 hour of pay
More than 4 hours to and including 8 hours	1.50 hours of pay
More than 8 hours	2.25 hours of pay

Where nine (9) or more Emergency Communications Technicians (Including ECT I's and II's) are designated as trainers, compensation for training will be as follows:

<u>Length of Training Assignment</u>	<u>Compensation</u>
At least 1 hour to and including 4 hours	1.00 hour of pay
More than 4 hours to and including 8 hours	2.00 hours of pay
More than 8 hours	3.00 hours of pay

No financial penalty shall occur when the number of trainers drops below nine (9) by reason of promotion, until another CTO class is completed. In the event that too few Emergency Communications Technicians participate in the CTO class to increase the number of Emergency Communications Technicians to nine (9) or more, compensation for trainers will be at the rate shown for fewer than nine (9) trainers.

Furthermore, the parties agree that the compensation for trainer pay is a premium compensation subject to Article 9, Section 4, Pyramiding.

SECTION 3. Shift Premium. Employees who work between the hours of 7:00 p.m. and 7:00 a.m. shall receive, in addition to their regular rate of pay, seventy-five (75) cents per hour shift premium.

SECTION 4. Parking. The City shall provide employees covered by this Agreement parking spaces, at no cost to the employees, at a location to be determined by the City, which will be at or near the location of parking spaces provided to Lansing police officers. An adequate number of parking spaces shall be provided; the number may increase or decrease from time to time as studies show a different number is necessary to accommodate the employees.

SECTION 5. Education and Training.

A. The City shall pay the entire cost for training programs that employees are required to attend.

B. Education Reimbursement. Full time employees who have completed their probationary period will be reimbursed for tuition fees for approved college level course work subject to the following conditions:

3. Class attendance and homework assignments must be completed on the employee's own time and not during working hours.
2. Employees must be full time on active employment rolls at the beginning of the course, during the course, at the completion of the course (probationary employees are excluded from applying and being reimbursed).
3. Course work must be taken through an accredited college or institution, and must be job related. It is the understanding of the parties that the term "job-related" will also encompass course work taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the bargaining unit.
4. Seminars and workshops and other training sessions which do not provide credit are excluded.
5. Employees must satisfactorily meet the academic requirements of "C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work.
6. Reimbursement per employee is limited to two hundred fifty (\$250.00) dollars per fiscal year for tuition expenses for approved courses which end in that fiscal year. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, GI bills, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities, and graduation are

excluded. Total reimbursement for bargaining unit employees is limited to two thousand (\$2,000.00) dollars per fiscal year. If applications for reimbursement exceed this maximum amount, reimbursement shall be on a first come, first serve basis, in accordance with the date on which the application was received by the Personnel Department.

7. In addition to college level course work, employees may be reimbursed for other job related training programs completed during non-duty hours subject to their approval.

SECTION 6. Worker's Compensation . Pursuant to Michigan Law, the City provides, at its sole expense, worker's compensation coverage for each employee covered by this Agreement. In the event that an employee is disabled by an occupational illness or injury arising out of or in the course of his/her employment with the City, and such employee is receiving worker's compensation benefits, the City will continue to provide the employee with medical and dental insurance for a period not to exceed one (1) year. All other benefits shall terminate after eight (8) weeks of absence from employment.

SECTION 7. Mileage . Effective with the execution of this Agreement members of the bargaining unit shall be paid mileage when they are required to use their own vehicles on approved 911 Communications Center business at the rate established by the City, provided the employee has the prior approval of the Director of the 911 Communications Center.

## ARTICLE 11

### HOSPITAL, MEDICAL, SURGICAL INSURANCE

#### SECTION 1. Medical Insurance - Active Employees .

A. Blue Cross/Blue Shield Community Blue. Effective April 20, 2001 the City will make available as the base plan for all active full-time employees: Blue Cross/Blue Shield Community Blue PPO 1, Option 1, (\$10 co-pay for office visit, \$0 co-pay for emergency room, \$500 annual maximum for preventative services, 50% co-pay for mental health and substance abuse) plan of hospital, medical and surgical insurance. Such insurance shall include a Blue Cross/Blue Shield A-80 vision rider. This plan shall be the base health care plan for all bargaining unit members.

Effective April 20, 2001, current Blue Cross/Blue Shield Traditional and Plan D medical, hospital, and surgical insurance will no longer be available as options to active employees.

The above changes shall become effective April 20, 2001 following the special open enrollment period. Employees must designate their preference for health care during this period.

Employees not contacting the Benefits Administrator shall automatically be placed in the base plan.

B. As long as they are available, the City will provide as an option, one open panel or group practice health maintenance organization and one closed panel or individual practice health maintenance organization:

1. As an open panel or group practice health maintenance organization, the City shall provide as an option, coverage through Blue Care Network (BCN5). Such Blue Care Network coverage shall include an optical rider.
2. As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of Physicians Health Plan is available through the City's Personnel Department.

In the event an employee chooses as an option coverage through a health maintenance organization in this section, the City shall pay no more than the amount paid for the base plan (BC/BS Community Blue PPO 1, Option 1) provided for in this Article. The City's commitment to pay the foregoing amount shall be its sole obligation with regard to health maintenance organization coverage.

C. Enrollment. An employee shall become covered by insurance or a health maintenance organization through completion of the required forms (at the time of hire, rehire, or during an annual enrollment period), and his/her acceptance by Blue Cross-Blue Shield Community Blue PPO, or a health maintenance organization as a participant, effective on the 20<sup>th</sup> day of the month following the month of the employee's hire date. Such forms, and information on the Plans, shall be available at the City's Personnel Office.

The City agrees to pay 100% of the premium for single, double, or full family semi-private coverage (up to the appropriate premium under the base plan) for each employee hired into the bargaining unit. Such coverage shall become effective on the 20<sup>th</sup> day of the month following the month of the employee's hire date. In the event the employee does not successfully complete his/her probationary period, or terminates employment with the City of Lansing for any reason whatsoever during his/her probationary period, said employee shall be required to reimburse the City for the first four (4) premium payments for hospital, medical and surgical insurance paid by the City on his/her behalf. Employees shall be required at the time of hire to fill out a payroll deduction authorization form.

The City reserves the right to substitute other carriers if it would be economically advantageous, providing the current level of benefits is maintained or improved.

D. Prescription Drug Plan

The City shall provide a prescription drug plan with a five dollar (\$5.00) generic/ten dollar (\$10.00) brand name preferred Rx co-pay, MOPD (mail order prescription drug service) and PDCM (prescription drug contraceptive medicine). (This prescription drug plan is currently

being offered to employees with Blue Cross/Blue Shield Community Blue PPO medical insurance.)

The City shall provide a prescription drug plan with a ten dollar (\$10.00) generic/twenty dollar (\$20.00) brand name preferred Rx co-pay, MOPD2<sup>1</sup>

---

<sup>1</sup> MOPD2 provides a ninety (90) day supply of drugs for a one-half (½) co-pay payment.



(mail order prescription drug service-2) and PDCM (prescription drug contraceptive medicine). (This prescription drug plan is currently being offered to employees with Blue Cross/Blue Shield Community Blue PPO medical insurance.)

Note, for information only:

Effective February 20, 2004 the City will provide to employees with Blue Cross/Blue Shield Blue Care Network medical insurance a prescription drug plan with a ten dollar (\$10.00) generic/twenty dollar (\$20.00) brand name preferred R co-pay, MOPD (mail order prescription drug service) [not MOPD2] and PDCM (prescription drug contraceptive medicine).

Also, effective February 20, 2004 the City will provide to employees with Physicians Health Plan (PHP) medical insurance a prescription drug plan with a ten dollar (\$10.00) generic/twenty dollar (\$20.00) brand name preferred Rx co-pay, mail order prescription drug service and prescription drug contraceptive medicine. Current prescription mail order requires two (2) co-pays for a ninety (90) day supply.

The City reserves the right to substitute an alternative prescription drug plan, provided that the current level of benefits are maintained or improved.

E. Opt Out.

As an alternative to medical insurance coverage, the City has initiated a program which reimburses employees for certain IRS approved costs and services. The continuation of a reimbursement program shall be at the discretion of the City during the term of this Agreement.

A health care opt-out program will be made available to eligible employees on an annual basis, in accordance with a Section 125 I.R.S. approved Plan. Employees must provide proof of comparable insurance from another source to be eligible to opt-out of the City's medical plan. Employees shall not be eligible for the opt-out provision until they have successfully completed their probationary period. Eligible employees who take the opt-out program can elect to return to the City's medical plan only during open enrollment unless the employee provides proof of loss of coverage from another source. Coverage by one of the City's medical insurance plans will be effective at the earliest date provided by the applicable insurance vendor. Payment will be made at least annually to employees who opt-out. An employee who opts-out will be eligible to receive \$1,800 for each twelve months they participate in the program (prorated if less than twelve months). Opt-out payments are not considered part of compensation for purposes of retirement, overtime, or other wage base calculations.

SECTION 2. Medical and Dependent Care Reimbursement Account.

The City shall implement an IRS approved plan which allows employees to pay for medical insurance premiums, unreimbursed medical expenses and dependent care costs with pre-tax dollars. The cost of the third party administrator is to be borne by the participants in such a plan as established at the beginning of the plan year.

SECTION 3. Medical Insurance - Retirees.

A. Retirees Prior to September 1, 1986

1. The City will provide to the members of the bargaining unit who retired on or before August 31, 1986, the Blue Cross-Blue Shield insurance or HMO Plan under which they were covered at the time of their retirement. If such insurance or HMO Plan is or becomes no longer available, the City may substitute equivalent insurance coverage of its choosing. The city may offer to retirees, as an option during open enrollment, medical insurance coverage plans that are available to active employees. The retiree shall be responsible for any cost differential between his/her applicable base plan and his/her chosen plan, through payroll deduction as applicable. This election shall be at the sole discretion of the retiree.
2. For purposes of the above paragraph, a member shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Chapter 26 of the Ordinances of the City of Lansing.

B. Retirees After August 31, 1986 But before May 1, 2001

1. The City will provide to members of the bargaining unit who retire on or after September 1, 1986 the Blue Cross-Blue Shield insurance or HMO Plan under which they were covered at the time of their retirement. If such insurance or HMO Plan is or becomes no longer available, the City may substitute equivalent insurance coverage of its choosing. The City may offer to retirees, as an option during open enrollment, medical insurance coverage plans that are available to active employees. The retiree shall be responsible for any cost differential between his/her applicable base plan and his/her chosen plan, through payroll deduction as applicable. This election shall be at the sole discretion of the retiree.
2. For purposes of the above paragraph, a person who qualifies for retirement under "the rule of 65" (combined service and age equal 65), and has eight (8) years of service at retirement, shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Chapter 26 of the Ordinances of the City of Lansing. Members that are subject to duty-disability retirement shall be deemed retired under the above paragraph when they begin to receive duty-disability retirement benefits. Members who elect or accept a non-duty disability retirement pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining members if they have (10) years of credited service with the City.

C. ERS Retirees and Defined Contribution Plan (Defined Contribution Money Purchase Plan, which effective May 1, 2004 are members of the Employee Retirement System

[ERS] with a one and six tenths percent [1.6%] factor) Members Who Leave City Service On or After May 1, 2001

1. The City will provide to eligible Defined Benefit plan retirees and eligible DCMPP members of the bargaining unit who retire/leave City service on or after May 1, 2001 the same base medical insurance under which they were covered at the time of retirement/leaving City service. If such insurance or HMO Plan is or becomes no longer available, the City may substitute equivalent insurance coverage of its choosing. The City may offer, as an option during open enrollment, medical insurance coverage plans that are available to active employees. The eligible retiree/DCMPP member shall be responsible for any cost differential between his/her applicable base plan and his/her chosen plan, through payroll deduction as applicable. This election shall be at the sole discretion of the retiree.
2. For purposes of paragraph C 1 above, employees hired prior to July 1, 1992 shall become eligible for retirement health care coverage under "the rule of 65" (combined service and age equal 65), and with eight (8) years of service at retirement. This applies to F.O.P. 911 Operators bargaining unit members of the Employees Retirement System, as specified in Article 16. Members subject to duty-disability retirement shall be deemed retired under the above paragraph when they begin to receive duty-disability retirement benefits. Members who elect or accept a non-duty disability retirement pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining members if they have (10) years of credited service with the City.
3. For purposes of paragraph C 1 above, employees hired on or after July 1, 1992 shall become eligible for retirement health care coverage beginning at the date of termination of employment with the City or at age fifty-five (55), whichever is later, provided the employee has at least fifteen (15) years of applicable full-time service with the City (including full-time service prior to May 1, 2001). Employees who terminate employment with the employer prior to May 1, 2001 shall not be eligible for modifications to the retiree health care language that take effect May 1, 2001.
  - a. In the event a member dies prior to age fifty-five (55), and has fifteen (15) years of service, the member's spouse and eligible dependents at the time of death will retain vested health care benefits. Eligibility for these health benefits will commence at such time that the deceased member would have obtained age fifty-five (55).
  - b. Eligible members, as defined above, must select post retirement health care prior to age seventy (70).

SECTION 4. Complementary Health Care Coverage. The City will provide complementary health care coverage (coordinating with Medicare) for retirees and eligible members of the DCMPP (qualifying under Article 11, Section 3, Subsection A, B, or C above, which effective May 1, 2004 are members of the Employee Retirement System [ERS] with a one and six tenths percent [1.6%] factor) at the time the individual or spouse reaches the Medicare eligibility age. At the time an eligible retiree, eligible member of the City's Defined Contribution Plan (Defined Contribution Money Purchase Plan, which effective May 1, 2004 are members of the Employee Retirement System [ERS] with a one and six tenths percent [1.6%] factor), or current spouse reaches the Medicare eligibility age, such individual's coverage shall be converted to complementary coverage with no reduction in benefits or coverage.

## ARTICLE 12

### DENTAL INSURANCE COVERAGE

SECTION 1. Dental Insurance - Active Employees. The City shall continue to pay the full premium costs of Delta Dental Plan C coverage for each employee and his/her family. Plan C provides fifty percent (50%) of treatment costs of Class I and Class II benefits with an eight hundred dollar (\$800) maximum per person per contract year. Effective July 1, 1988, orthodontic coverage will be provided, covering fifty percent (50%) of costs up to a lifetime maximum of \$1,000. Effective July 1, 2001, the lifetime maximum for orthodontic coverage will be increased to \$2,500. Coverage under this plan is afforded to each employee who is a member of this bargaining unit and his/her dependents. When an employee and spouse are both employed by the City and eligible for coverage, dental benefits shall be coordinated in accordance with the policy of the insurance carrier.

#### SECTION 2. Dental Insurance - Retirees.

##### A. Defined Benefit Plan Retirees Prior to July 1, 1987.

1. The City will provide to the members of the bargaining unit who retired on or before July 1, 1987, the dental insurance program (excluding orthodontic coverage) under which they were covered at the time of their retirement, or a plan which is substantially similar.
2. For purposes of the above paragraph, a member shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Chapter 26 of the Ordinances of the City of Lansing.

##### B. Employees Hired Prior to July 1, 1992 Who Retire After June 30, 1987.

1. The City will provide to members of the bargaining unit who were hired prior to July 1, 1992 and who retire on or after June 30, 1987 the dental insurance program (excluding orthodontic coverage) under which they were covered at the time of their retirement, or a plan which is substantially similar.
2. For purposes of the above paragraph, a person who qualifies for retirement under "the rule of 65" (combined service and age equal 65), and has eight (8) years of service at retirement, shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Chapter 26 of the Ordinances of the City of Lansing. Members that are subject to duty-disability retirement shall be deemed retired under the above paragraph when they begin to receive duty-disability retirement benefits. Members who elect or accept a non-duty disability retirement pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining members if they have (10) years of credited service with the City.

C. Employees Hired On or After July 1, 1992. Effective May 1, 2001, the City agrees to provide retiree dental coverage to members of the Defined Contribution Plan (Defined Contribution Money Purchase Plan, which effective May 1, 2004 are members of the Employee Retirement System [ERS] with a one and six tenths percent [1.6%] factor), provided they meet age and service requirements for retiree health insurance eligibility stated in Section 3, Subsection C.3 of Article 11.

### ARTICLE 13

#### LIFE INSURANCE

\_\_\_\_\_The City will provide to an employee covered hereby, life insurance coverage for the employee (\$20,000), without cost to the employee, and it will make available at reasonable cost, coverage for his/her spouse (\$3,000) and child or children (\$500 for child(ren) age 14 days to 6 months; \$2,000 for child(ren) 6 months to 19 years or 23 years if attending school), all as set forth in a booklet, explaining this "Group Life Insurance Plan", which shall be available at the City's Personnel Office. The City reserves the right to substitute another carrier for this coverage; the fundamental provisions of the present plan will not be changed.

### ARTICLE 14

#### PAID TIME OFF

\_\_\_\_\_ SECTION 1. Vacation. Upon completion of probation, employees shall be credited with vacation accrued, subject to the schedules below.

SECTION 2. Vacation Eligibility and Allowances. Regular full time employees shall be eligible to accumulate vacation with pay to be earned and available for use on a bi-weekly basis in the first pay period following one (1) year of service as follows:

<u>CITY SENIORITY</u>	<u>VACATION, WITH PAY</u> <u>BI-WEEKLY EARNINGS/MAXIMUM CAP</u>
1 year through 5 years	3.08 hours/240 hours
Beginning of year 6	3.40 hours/256 hours
Beginning of year 7	3.70 hours/272 hours
Beginning of year 8	4.00 hours/288 hours
Beginning of year 9	4.32 hours/304 hours
Beginning of year 10	4.62 hours/320 hours
Beginning of year 11	4.94 hours/336 hours
Beginning of year 12	5.24 hours/352 hours
Beginning of year 13	5.54 hours/368 hours
Beginning of year 14	5.86 hours/384 hours
Beginning of year 15	
And thereafter	6.16 hours/400 hours

No vacation leave shall be accrued by an employee during an unpaid leave of absence of more than thirty (30) calendar days.

SECTION 3. Vacation Scheduling. The selection procedure for scheduling vacations by seniority for the following year will begin October 1 and be completed by December 15. Employees with the highest bargaining unit seniority shall be given preference of selection of a vacation period, provided it does not interfere with the efficient operation of the Center. Individual preference of vacation selection shall be made within a reasonable time period. Vacation requests submitted after the deadline will be granted on a first-come, first-serve basis regardless of seniority.

Whenever the Employer has at least ten (10) days advance notice from an employee in writing that a previously selected vacation period is vacated, notice thereof shall be posted on the bulletin board for a period of ten (10) days. The option of selecting the vacated period shall be first extended to the employee next lowest in seniority to the employee who forfeited the vacation period, then on through lower seniority personnel prior to reverting to the highest seniority personnel.

Employees cannot schedule vacation time in anticipation of accumulation of vacation credits. The City shall provide the Center supervisors with an up-to-date list of accrued vacation time for each employee as of October first (1<sup>st</sup>) each year for the purposes of selecting vacation for the upcoming year.

Vacation requests outside the regular vacation selection procedure outlined above shall be approved as follows:

1. Vacation requests with a minimum of twenty-eight (28) days notice shall not be refused by the City for available vacation slots.
2. Vacation requests with less than twenty-eight (28) days notice, but more than seventy-two (72) hours notice shall not be refused by the City for available vacation slots, except for scheduled training.

The parties define a vacation slot as a period of time in which an employee may request to utilize vacation, compensatory, personal, or holiday leave time.

SECTION 4. Vacation Payments . Vacation pay shall be computed at the employee's regular straight time rate of pay at the time the vacation is taken.

If an employee leaves the City's service before completing one (1) full year of service, he/she shall not be eligible to be paid for any vacation. An employee who has served one (1) year or more shall be paid for any accrued vacation due, on leaving the City's service, at his/her regular straight time rate of pay during his/her last pay period of active service for the City.

SECTION 5. Holidays . The City will pay an employee as provided below for the following holidays.

One Full Day Prior to New Year's Day  
 New Year's Day  
 Martin Luther King Day  
 Good Friday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans Day  
 Thanksgiving Day  
 Friday After Thanksgiving  
 One Full Day Prior to Christmas Day  
 Christmas Day

Provided that the employee meets all of the following eligibility rules:

The employee is a seniority employee on the day on which the City observes the holiday, and works or is paid pursuant to this Agreement, the full period of the employee's last scheduled work day prior to, and the employee's next scheduled work day following the holiday. Probationary employees shall be eligible for holiday pay as provided below.

The above listed holidays shall be observed on the following dates:

Holidays	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
<u>New Year's Day</u>	<u>Jan. 1</u>	<u>Jan. 1</u>	<u>Jan. 1</u>	<u>Jan. 1</u>

<u>Martin Luther King Day</u>	<u>Jan. 19</u>	<u>Jan. 17</u>	<u>Jan. 16</u>	<u>Jan. 15</u>
<u>Good Friday</u>	<u>Apr. 9</u>	<u>Mar. 25</u>	<u>Apr. 14</u>	<u>Apr. 6</u>
<u>Memorial Day</u>	<u>May 31</u>	<u>May 30</u>	<u>May 29</u>	<u>May 28</u>
<u>Independence Day</u>	<u>July 4</u>	<u>July 4</u>	<u>July 4</u>	<u>July 4</u>
<u>Labor Day</u>	<u>Sept. 6</u>	<u>Sept. 5</u>	<u>Sept. 4</u>	<u>Sept. 3</u>
<u>Veterans Day</u>	<u>Nov. 11</u>	<u>Nov. 11</u>	<u>Nov. 11</u>	<u>Nov. 11</u>
<u>Thanksgiving Day</u>	<u>Nov. 25</u>	<u>Nov. 24</u>	<u>Nov. 23</u>	<u>Nov. 22</u>
<u>Friday After Thanksgiving</u>	<u>Nov. 26</u>	<u>Nov. 25</u>	<u>Nov. 24</u>	<u>Nov. 23</u>
<u>One Full Day Prior to Christmas Day</u>	<u>Dec. 24</u>	<u>Dec. 24</u>	<u>Dec. 24</u>	<u>Dec. 24</u>
<u>Christmas Day</u>	<u>Dec. 25</u>	<u>Dec. 25</u>	<u>Dec. 25</u>	<u>Dec. 25</u>
<u>One Full Day Prior to New Year's Day</u>	<u>Dec. 31</u>	<u>Dec. 31</u>	<u>Dec. 31</u>	<u>Dec. 31</u>

An employee who works any of the holidays designated above shall receive one and one-half the hourly rate for all hours worked in addition to the holiday pay. At the employee's option the employee may receive eight (8) hours of holiday leave time or four (4) hours of holiday leave time and four (4) hours of holiday pay instead of the full holiday pay. Holiday leave time earned hereunder shall be cumulative up to a maximum total of forty (40) hours. All holiday leave time shall be utilized prior to the employee's final day of work and shall not be paid in lump sum upon an employee's retirement.

Employees who are not scheduled to work on the date the holiday is observed shall receive the holiday pay, provided they are not on leave of absence (Article 20, Section 3). Employees scheduled for a leave day (pass day) on the holiday may, at the employee's option, receive eight (8) hours of holiday leave time in lieu of the eight (8) hours of holiday pay, provided the employee is not on a leave of absence (Article 20, Section 3).

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

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

If an employee is not regularly scheduled to work a holiday and works the holiday, or if an employee is scheduled to work the holiday and works overtime in conjunction with his/her scheduled work day, the employee shall be compensated at the rate of two (2) times his/her regular hourly rate of pay for each hour so worked.

SECTION 6. Bereavement Time . At the time of the death of a spouse, child, step-child, child-by-law, parent, step parent, and parent of current or deceased spouse, an employee will be entitled to use a maximum of the next five (5) work days with pay, not to be deducted from the accumulated sick leave, to arrange for and/or attend the funeral or a service in lieu of the funeral.



An employee will be entitled to use a maximum of three (3) work days with pay, not to be deducted from the accumulated sick leave, to make arrangements and attend the funeral, or a service in lieu of the funeral, for any other immediate family member as defined below.

"Other immediate family" shall mean brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchild.

An employee may be granted leave to attend a funeral or service in lieu of a funeral for a person in a category other than the categories described above, provided the time off is charged against accumulated vacation, compensatory time, and/or personal leave available to the employee. If such a request is denied by the employee's immediate supervisor, the employee may appeal the denial to the director.

A period of time taken off for bereavement under this section which is less than or equal to one-half of a day, shall only be considered one-half day. A period of time taken off in excess of one-half day shall be considered a full day. For purposes of bereavement time taken off under this section, a day is defined as the length of an employee's regularly scheduled work day.

The City may require verification of the death and/or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The City may withhold payment if the employee did not make prompt notification for leave, prior to taking the time off, so that his/her work could be covered in his/her absence.

In the event of the death of a member of the immediate family, including spouse, child, step child, child-by-law, parent, step parent, and parent of current or deceased spouse, additional time may be taken off, with the approval of the Department Head. This time off may be charged to vacation, personal leave time or compensatory time earned.

SECTION 7. Jury Duty or Witness Pay Supplement . During the period when an employee is performing required jury duty service or is required to serve as a witness in a criminal or civil action or an action stemming from a work-related incident within the scope of the employee's duties (excluded are the employee's private personal matters) as a result of being served with a subpoena, the City will pay him/her, the difference, if any, between any fees for jury service or witness service and the pay he/she would have received had the employee worked his/her scheduled hours during the period of jury duty or witness service, provided that the employee gives the Department Head prompt notice of his/her call for jury service or witness service and, thereafter, provides evidence of his/her performance of jury service or witness service and of the payment they received for it.

Employees who are assigned to work afternoon or night shift, and are summoned to jury duty, or serve as a witness, will be administratively assigned to the day shift for the duration of their jury duty or witness service. Employees assigned to work night shift may, at their option, have a leave day moved to the day before jury duty or witness service begins, if it is not already a scheduled leave day by making a written request to their supervisor.

Further, employees may, at their option, choose either overtime or take the time served off the same day as the jury duty or witness service was provided.

Additionally, if after appearing at the court, an employee is excused from jury duty for the remainder of the day and the employee was not previously scheduled to be on leave, the employee is required to immediately report to the center to work the remainder of the day shift.

No employee, (unless he/she requests the change) other than employees on probationary or trainee status, may be displaced or re-assigned to another shift to accommodate an employee who is assigned to the day shift for the duration of their jury duty.

SECTION 8. Work Breaks . An employee shall receive a twenty (20) minute break in the first half and a twenty (20) minute break in the second half of his/her regular shift, at times scheduled by immediate supervision. If an employee's work break is interrupted by operational need so that the employee has been allowed less than one-half of his/her twenty (20) minute break, the employee shall have his/her entire work break rescheduled by immediate supervision as soon as practical following completion of the work which caused the original work break to be interrupted. If an employee's work break is interrupted as described above but the employee has served one-half or more of his/her twenty (20) minute break, the employee shall only have the unused portion of the work break rescheduled by immediate supervision.

## ARTICLE 15

### SICK LEAVE

#### SECTION 1. Paid Sick Leave Accrual .

A. Paid sick leave shall be accrued at the rate of 3.70 hours sick leave with pay, upon completion of each bi-weekly pay period that an employee works or is compensated at least thirty-eight (38) hours. New employees will not be awarded accrued sick leave until completion of six (6) months of employment.

B. The maximum accumulation of sick days is unlimited.

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

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

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

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

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

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

F. The City may direct an employee to provide a physician's certificate at the employee's expense or may direct an employee or a family member to take a physical examination at the city's expense to verify an employee's fitness to carry out assigned duties or to confirm the reasons for an absence or to confirm any family member's illness or injury which resulted in the employee's absence.

G. Employees are not entitled to paid sick leave for periods of absence unless sufficient sick leave credit Or other paid leave time or compensatory time exists to cover the absence. Accrued sick leave must be exhausted before an employee may designate the use of other accrued leave time or compensatory time to cover this absence. Employees will not be allowed to use sick leave in anticipation of future credits, and their pay checks will be docked for periods of absence after depletion of all credited paid leave time and compensatory time. This section applies to all sick leave circumstances including Family and Medical Leave Act (FMLA) situations, but does not apply to workers compensation.

### SECTION 3. Sick Leave Charges .

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

B. Definition of an Occurrence: An occurrence shall be defined for the purposes of this Article as one or more consecutive periods of time off or intermittent time off recurring within a 5-calendar day period, for the same illness or injury for the same covered person (including sick leave with pay and sick leave without pay). Such determinations shall be on a case-by-case basis, but by way of illustration, and not limitation, the following are examples of situations constituting a single occurrence:

\*\*\*1. Intermittent time off taken by the employee due to the relapse of the same illness or injury within a five 5-calendar pay period. (not to be construed to mean if an employee is off work in November for the flu and then is off again in February for the flu this would be two (2) separate occurrences).

\*\*\*2. Intermittent time off to care for the illness or injury of a child where consecutive periods of absence are not necessary, provided that the time off is for the same illness or injury within a five (5) calendar day period.

\*\*\* these examples are for clarification purposes only and are not contemplated by the parties as a limitation.

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

1. On-the-job injury.

2. Hospital emergency as defined by the City of Lansing base health care plan for the bargaining unit, hospital confinement (including pre-admittance and recuperation time, providing it is ordered by a physician) and post-hospital home confinement provided the time is continuous.

Any employee who is absent for any one of these two (2) reasons, and who desires that the absence not be considered as an absence occurrence, shall keep the employer apprised of his/her prognosis and expected confinement and must present satisfactory evidence to substantiate his or her claim on the first day after returning to work following such absence. If the employer determines that the employee has not presented satisfactory evidence, the absence will be recorded as an absence occurrence and the employee will be given immediate notice of this decision.

D. Perfect Attendance Credits: These credits shall only apply for purposes of calculating absence occurrences relative to actions to be taken under section 3 (D) of this Article. Effective January 1, 1999 through the end of this contract, an employee who has accumulated forty (40) hours of sick leave credit by the beginning of any given month may improve his/her absence occurrence record through improved attendance. For each calendar month of perfect attendance in which the employee maintains forty (40) hours of banked sick leave credit, which must include at least two (2) weeks actually worked, or paid time-off (paid time-off will not

include paid sick leave or other paid leave time used for illness or injury or periods of absence covered by worker's compensation benefits) an employee will be given one (1) credit which can be accumulated in advance, or applied against prior occurrences. The accumulation of credits shall be limited to a maximum of five (5) at any one time and may not be carried beyond December 31 of each year. A perfect calendar month may include the two (2) exceptions listed above.

E. Procedure: The following action shall be taken when an employee's recorded absence occurrences (less any perfect attendance credits) reach a pre-selected point during the twelve (12) month period beginning every January 1 commencing January 1, 1999:

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

SECTION 4. Sick Leave Reimbursement . An employee or his/her beneficiary will be paid for one-half (1/2) of his/her unused accrued sick leave credit at the date of his/her retirement or death, not exceeding six hundred eighty (680) hours and subject to the procedure as enumerated in the official proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of his/her unused sick leave accrual when he/she leaves. Except that an employee who is a member of the Money Purchase Pension Plan (Defined Contribution Plan, which effective May 1, 2004 are members of the Employee Retirement System [ERS] with a one and six tenths percent [1.6%] factor) and who has vested in the plan shall be eligible to receive payment of the specified sick leave accrual upon leaving employment with the City.

SECTION 5. Sick Leave Incentive .

A. All employees covered hereby, who during any calendar year meet the following criteria regarding absence occurrences shall receive non-cumulative personal leave days in the indicated amounts (perfect attendance credits earned under Section 3 shall not be applicable to this provision):

Between October 1 and March 31:

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

Between April 1 and September 30:

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

There will be one (1) bonus personal leave day credited to each employee who has zero (0) occurrences during a calendar year from October 1 to September 30, making possible a total accumulation of five (5) personal leave days. However, any employee accumulating a total of four (4) occurrences for the calendar year shall not be eligible for any personal leave days.

Sick leave that is donated shall not be considered as sick time used for disciplinary purposes.

B. Personal leave days earned may be used for the employee's personal business. The employee shall submit a request to his/her immediate supervisor to use these days in advance, giving no less than seventy-two (72) hours unless waived by management. At least one such request for personal leave time must be granted to an employee each year unless another employee has already been granted personal leave for the same time period or it is a holiday recognized by the bargaining agreement. Any additional requests for personal leave time off in the same year shall not be denied provided that no other vacation, compensatory time, or personal leave time has previously been approved for other employees for the same time period. If other requests have previously been approved, such time off shall be subject to management approval.

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

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

A. Total lifetime received donations shall be limited to four hundred eighty (480) hours.

B. If the determination is of permanent disability, the other provisions of this Agreement and the City's Ordinances and Charter shall take effect.

C. Donated sick time will not be considered an "occurrence" for any purpose associated with Article 15.

D. The City shall establish a Fraternal Order of Police, 911 Operators Bargaining Unit sick leave bank to be used by members of the bargaining unit who have exhausted their own sick leave bank, in the following manner: upon retirement, any member of the bargaining unit shall be allowed to donate accumulated sick leave hours, up to the limit set forth below, to the bargaining unit sick leave bank.

Should the bargaining unit sick leave bank become exhausted, any member of the bargaining unit may donate sick leave time from their personal sick leave bank to the bargaining unit sick leave bank. In the event that a determination is made of permanent disability, the other provisions of this agreement and the city's ordinance and charter shall take effect.

The following criteria shall apply to the bargaining unit sick leave bank:

1. The total accumulation in the sick leave bank shall be limited to two thousand (2,000) hours at any time;
2. Deductions from the sick leave bank shall be limited to situations of serious or catastrophic illness or injury for any member of the bargaining unit.
3. Determination of serious or catastrophic illness or injury shall be made jointly by the F.O.P. 911 Operators president or his/her designee and the city's personnel director or his/her designee. The City of Lansing and the Lodge shall be held blameless regarding the operation of the sick leave bank. Operation and determinations made regarding the sick leave bank are not grievable and shall be binding and final as to all parties, including the affected employee.

Employees in this bargaining unit may donate sick leave to other City employees outside of this bargaining unit; other City employees outside of this bargaining unit may donate sick leave to employees in this bargaining unit pursuant to the Letter of Agreement between the City and the Lodge.

Employees in this bargaining unit may donate sick leave to other City employees outside of this bargaining unit; other City employees outside of this bargaining unit may donate sick leave to employees in this bargaining unit.

SECTION 7. Emergency Leave . Employees may be granted the emergency use of credited vacation or compensatory time for the purpose of attending to the serious illness or injury of any family member as defined in Section 2, paragraph A, who is not a current resident in the employee's domicile, if the temporary termination of work will not adversely affect the operations of the department. All such emergency leaves shall be subject to whatever documentary evidence the Department Head may require and shall be granted in increments of not more than ten (10) working days up to the limit of the employees accumulated vacation or compensatory time.

SECTION 8. ADA and FMLA. Nothing in this provision shall be construed to abrogate the provisions of the Americans with Disabilities Act (ADA) and FMLA.

## ARTICLE 16

### RETIREMENT/PENSION

SECTION 1. General Employees Retirement System . The City will continue to provide to the employees the retirement/pension under the plan which has been in effect, information on which is available at the office of the City's Finance Director. The City reserves the right to substitute another means of providing this coverage; the fundamental provisions of the plan and the benefits thereunder will not be reduced however.

Effective January 1, 1988 a no-cost gender neutral table shall be utilized to compute benefits.

Effective September 16, 1992 the City of Lansing ordinance covering the General Employees Retirement System will be amended to provide the following benefits to members of this bargaining unit:

A pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and five-tenths percent (2.5%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years shall be multiplied by one and one half per cent (1.5%) Of the member's final average compensation and



shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years through forty five (45) shall be multiplied by one per cent (1%) of the member's final average compensation and included in the member's straight life retirement allowance. Credited service in excess of forty five (45) years shall be multiplied by 0% of the member's final average compensation.

Effective May 1, 2001, the City of Lansing Ordinance covering the General Employees Retirement System will be amended to provide the following benefits to members of this bargaining unit:

A pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and three-quarters percent (2.75%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years shall be multiplied by one and

one half per cent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance. Credited service in excess of forty (40) years through forty five (45) shall be multiplied by one per cent (1%) of the member's final average compensation and included in the member's straight life retirement allowance. Credited service in excess of forty five (45) years shall be multiplied by 0% of the member's final average compensation.

Employees who retire prior to May 1, 2001 shall not be eligible for modifications to the retirement language that take effect May 1, 2001.

Effective May 1, 2004, the City of Lansing ordinance covering the general Employees Retirement System will be amended to provide the following benefits to members of this bargaining unit:

A pension which, when added to the member's annuity, shall provide a straight life retirement allowance equal to the number of years and fraction of a year, through a maximum of thirty-five (35) years, of the member's credited service multiplied by two and eight tenths percent (2.8%) of the member's final average compensation. Credited service in excess of thirty-five (35) and through forty (40) years shall be multiplied by one and one half per cent (1.5%) of the member's final average compensation and shall be included in the member's straight life retirement allowance.

Employees who retire before May 1, 2004 shall not be eligible for the increased multiplier.

Effective May 1, 2004, employees from other bargaining units (even if hired prior to July 1, 1992) shall transition to the 1.6% factor Defined Benefit retirement plan and shall not qualify and/or transition to the 2.8% Defined Benefit retirement plan. Retirement health care for these transition employees shall be paid by the City and pre-funded through the VEBA, not through the ERS system.

Effective for all pay periods ending on or after September 16, 1992, the contributions of a member of the retirement system shall be four percent (4.0%) of his/her compensation paid him/her by the City.

The payroll deduction for employees participating in the current defined benefit retirement system, as amended September 16, 1992, pursuant to an amendment effective with this contract, shall be increased from the current four percent (4%) to six percent (6%), said increase to be effective for the pay period at which the July 1, 1993 and 1994 wage increase becomes a part of the regular payroll check of the employee.

Effective the same date the employee's contribution for retirement benefit increases from the current four percent (4%) to six percent (6%) of payroll, the City of Lansing ordinance covering the General Employees' Retirement System will be amended to provide the following benefits to members of this bargaining unit in addition to all other benefits presently in place:

All employees subject to the current defined benefit retirement plan shall be eligible to retire without penalty once their age and years of service total a minimum of 65, i.e., the sum of each full year of service and the age of the employee equals 65.

Effective the first pay date on or after May 1, 2001, each member's contribution shall be increased to six and three-quarters percent (6.75%) of the member's gross wages.

Effective the first pay date on or after May 1, 2004, each member's contribution shall be increased to seven and one-quarter percent (7.25%) of the member's gross wages.

Effective the same date the employee's contribution for retirement benefits increases from the current six and three-quarters percent (6.75%) to seven and one-quarter percent (7.25%) of payroll, the City of Lansing ordinance covering the general Employees' Retirement System will be amended to provide the following benefits to members of this bargaining unit not currently covered under the former sixty-five (65) point early retirement incentive, in addition to all other benefits presently in place:

All employees subject to the current defined benefit retirement plan shall be eligible to retire without penalty once their age and years of service total a minimum of 65, i.e., the sum of each full year of service and the age of the employee equals 65. Effective May 1, 2004, this early retirement option with the "Rule of 65" shall be eliminated, except that those employees covered by this benefit at the time of the 2004 – 2007 agreement shall be "grandfathered."

Effective May 1, 2004, all bargaining unit employees who are members of the Defined Benefit retirement plan with a 1.6% factor shall be eligible to retire without penalty upon attaining fifty (50) years of age and a minimum of twenty-five (25) years of credited service, or upon attaining fifty-eight (58) years of age and a minimum of eight (8) years of credited service.

SECTION 2. Employees Hired Prior to July 1, 1992 who Previously Transferred Out of the Employees Retirement System to the Defined Contribution Plan (Defined Contribution Money Purchase Plan) .

The City will provide a one-time option to employees hired prior to July 1, 1992 who previously transferred out of the Defined Benefit plan of the Employees Retirement System to return to the Defined Benefit plan of the Employees Retirement System for future service credits. These employees shall not be required to make any change in retirement plans; any change would

be totally voluntary. The employee accepts full responsibility for the election he or she makes under this Section.

A. Employees hired prior to July 1, 1992 who opt to remain in the Defined Contribution Plan (Defined Contribution Money Purchase Plan, which effective May 1, 2004 are members of the Employee Retirement System [ERS] with a one and six tenths percent [1.6%] factor) shall not be required to pay the agreed-to employee contribution for health care referenced in Article 11, Section 1 D.

B. Employees hired prior to July 1, 1992 who opt to return to the Defined Benefit plan of the Employees Retirement System must elect by April 20, 2001 to do so, or they will remain in the Defined Contribution Plan (Defined Contribution Money Purchase Plan). Such employees who return to the Defined Benefit plan of the Employees Retirement System:

2. Shall be vested immediately in the Defined Benefit plan of the Employees Retirement System.
2. Shall be subject to the same employee contribution effective the first pay date on or after May 1, 2001 as all other F.O.P. 911 Operators bargaining unit members in the Employees Retirement System.
2. Will receive credit in the Employees Retirement System for future years of service to the employer.
2. Shall receive credit for actual time worked for the City towards post retirement health care coverage and retirement eligibility with sixty-five (65) points that applies to F.O.P. 911 Operators bargaining unit members of the Employees Retirement System.
2. Shall have a one-time option to purchase past years of service at an 83.9% funded rate. The costs for purchasing years of service shall be determined by the City's actuary using agreed upon assumptions. Service credits may be purchased

up to a maximum of the actual full time employment worked for the City. Members may transfer assets of the Defined Contribution Plan (Defined Contribution Money Purchase Plan) or other available assets. Payment for service credits purchased must be completed by April 20, 2001.

Employees who retire prior to May 1, 2001 shall not be eligible for modifications to the retirement language that take effect May 1, 2001.

The employee accepts full responsibility for the election he or she makes under this Section.

SECTION 3. Alternative Retirement System . The City provides an alternate plan to the current Defined Benefit retirement plan under the Employees Retirement System. This alternative retirement plan shall have the following provisions:

A. Employees hired into the bargaining unit before July 1, 1992.

1. Were given the option to transfer to the alternative retirement system between December 1, 1992 and May 31, 1993, and retire based on a formula of age plus service equals sixty-five (65) points to be eligible for post retirement health care pursuant to the vesting requirements as if the employee remained in the ERS.

2. Were given an option between December 1, 1992 and May 31, 1993, to elect to have the funded present value of their accrued benefits (as determined by the actuary) transferred in cash into the new Defined Contribution Money Purchase Plan. This was a one-time, one-way option. Additionally, existing employees shall retain the same post retirement health care as if they had remained in the ERS.

B. Employees hired into the bargaining unit on or after July 1, 1992, shall not belong to the ERS, but shall instead belong to the City of Lansing's Defined Contribution Money Purchase Plan. Said plan shall provide five percent (5%) of eligible pay as a City contribution for each covered employee's retirement account, one percent (1%) [Effective July 1, 1999, the amount shall be increased to a total of 1.5%; effective January 1, 2000, the amount shall be increased to a total of 2.0%] of covered pay for the employee's account to defray post retirement health care premiums or, at the employee's sole option, to be combined with the retirement account at point of termination. Effective the first pay date on or after May 1, 2001, the five percent (5%) referenced above shall be modified to provide said plan with a total of six percent (6%) of eligible gross annual wages as the total City contribution for each covered employee's retirement account. Effective the first pay date on or after May 1, 2001, the City's contribution of two percent (2%) of covered pay to defray post retirement health care premiums shall be reduced to zero (0). Employees who terminate employment with the City prior to May 1, 2001 shall not be eligible for modifications to the retirement language that take effect on or after May 1, 2001.

Employees shall be vested in the defined contribution plan (Defined Contribution Money Purchase Plan) at the completion of three (3) years' credited service.

The City shall provide a long-term disability policy for members of the defined contribution plan (Defined Contribution Money Purchase Plan).

In addition, members of the defined contribution plan (Defined Contribution Money Purchase Plan) may make up to eight percent (8%) voluntary contribution to the plan to the extent permitted by law. This shall be effective the beginning of the payroll period following ratification by both parties. This provision expires May 1, 2004.

C. Effective May 1, 2004, current Defined Contribution employees of this bargaining unit shall move into the Defined Benefit plan with a 1.6% factor for future years of service with a 3.25% contribution. The current health care contribution of 3.25% will shift to become a defined benefit contribution for a total contribution of 6.5% for the plan effective on the first pay date on or after May 1, 2004.

Employees may buy eligible years of service at the actual cost as calculated by the actuary. Employees must make such a purchase by April 30, 2004 or 90 days after receipt of the actuarial evaluation, whichever is later. These actuarial evaluations shall be paid by the city.

Current Defined Contribution members may make a plan-to-plan transfer to the new defined benefit plan from City retirement plans, up to a maximum of the actuarial calculated cost to purchase eligible years of service, effective on or before April 30, 2004.

No representations are made by the City or the Lodge that Defined Contribution assets will be sufficient to purchase prior year of service, and it is highly probable that the amount required to purchase prior years of service would be substantially more than available D.C. assets. Therefore, no representations are made or are to be construed regarding this issue, and neither the City nor the Lodge assume any liability with respect to same. This issue is not subject to the grievance procedure, mediation, arbitration, or other legal or administrative proceeding or adjudication by the bargaining unit.

Defined Benefit members in the 1.60 factor plan do not receive cost of living allowances (C.O.L.A.).

Retirement health care for employees moved to the new Defined Benefit retirement plan with the 1.60% factor (hired on or after July 1, 1992) shall be provided by the City and pre-funded by the VEBA, not in the ERS system.

## ARTICLE 17

### DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

A. An authorized supervisory representative of the City may discipline an employee for just cause. Disciplinary action may range from a written reprimand through discharge, depending upon the nature of the offense, the circumstances under which and the manner in which it was committed, and the employee's past disciplinary record. In determining the severity of the penalty, the representatives in the review process may consider all pertinent factors but shall be limited to the preceding two (2) years of an employee's disciplinary record.

B. Within thirty (30) days after becoming aware of the conduct or incident complained of, a representative of the City shall provide the employee with a written and signed statement of the nature, date, and time of the offense, if known, unless such notification would interfere with or otherwise jeopardize a pending investigation. Employees shall be informed as to the results of an investigation in writing, within thirty (30) days after the completion of the investigation. If discipline is imposed, it must occur within fifteen (15) working days after the investigation has been completed. At the time a penalty is assessed, the employee will be notified, in writing, of the date and time the penalty becomes effective. The City shall also notify, by providing a copy of the charge sheet, a Lodge representative of any disciplinary action of any employee covered by this Agreement.

C. Upon request, an employee who is disciplined by time off or discharge shall be allowed to discuss the discharge or suspension with a Lodge representative at such places on the City's premises away from working or public areas, as the City's representative may designate.

D. In the event that the Lodge considers the discharge or suspension to be improper, the employee may submit a written grievance to the Labor Relations Office in accordance with the Grievance Procedure.

E. Under circumstances where he/she deems it appropriate to do so, a representative of the City may suspend an employee pending an investigation to determine whether disciplinary action is warranted and, if so, the sanction to be imposed. Such a suspension shall not exceed the end of the tenth day following suspension. If no penalty has been assessed within that time period, the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is assessed within the ten (10) day period, it shall be effective from the time of suspension. A Lodge representative shall be given a copy of the notice of discipline, and the employee's right to grieve the disciplinary action will arise on the date the employee or Lodge representative is served with notice of the action.

## ARTICLE 18

### GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance . A grievance is a claimed violation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be submitted within thirty (30) calendar days from date of knowledge of its occurrence and/or the date of its occurrence, with the exception of grievances concerning disciplinary matters which must be submitted within five (5) calendar days after the employee is notified of such action.

Any grievance filed shall refer to the specific provision or provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

SECTION 2. Steps of the Grievance Procedure . A grievance which challenges a disciplinary suspension or discharge shall be initially filed, in writing, at Step 3 , within five (5) days after the discipline became grievable. All other grievances shall be filed and processed as provided for below.

An employee at any time may present a grievance to his/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 an opportunity to be present at such adjustment. If the issue is unresolved, the employee may contact his/her representative who, on his/her own time, 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 of Section 3, of this Article.

Step 1. A representative, no later than five (5) days following the employee contact, shall present the written grievance to the Director, or his/her designee. The Director or his/her designee shall respond in writing within ten (10) days.

Step 2. If the Director's answer in Step 1, denying a grievance, is not satisfactory to the Grievant, the representative of the Lodge may within five (5) 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) days later.

Step 3. If the answer of the Police Chief in Step 2 is not considered satisfactory by the employee, the President of the Lodge or his/her designee may, within five (5) days thereafter, present it to the City's Labor Relations Administrator.

The Labor Relations Administrator may call a meeting at which any participant who has participated in a previous step may attend.

The Labor Relations Administrator shall answer the grievance, in writing, no later than five (5) days after it is presented to him/her.

Step 4. If the answer of the Labor Relations Administrator in Step 3 is not considered satisfactory by the employee, the President or his/her designee, within seven (7) days thereafter, shall give the Labor Relations Administrator notice of desire for consideration of the grievance by the Appeal Board.

The Appeal Board shall consist of the City Labor Relations Administrator, and not more than one (1) other member of the City Administration Staff, and two (2) representatives of the Lodge. The Appeal Board shall meet within seven (7) days of the Lodge's appeal to it or on a mutually agreeable date. Upon receipt of the aforementioned request from the Lodge's President or his/her designee, the Labor Relations Administrator shall designate the time, date and location of the

meeting, and shall notify the Lodge, in writing, at least two (2) days prior to the meeting. At this meeting the Appeal Board will review the facts as they relate to the interpretation and application of the contract. If the Appeal Board is unable to resolve the issue, the matter shall be advanced to Step 5.

Step 5. The unresolved grievance may be submitted to arbitration by the Lodge. Arbitration may be invoked by the Lodge by filing a written demand for arbitration with the Federal Mediation and Conciliation Service and the City. Grievances appealed to arbitration shall be appealed within thirty (30) calendar days of the date of the Appeal Board Hearing, unless a greater period is agreed to by the parties, otherwise they shall not be eligible for further appeal to arbitration. At the hearing, the parties may present arguments and proofs pertaining to the statement of the question, as well as to the merits.

The arbitrator shall render his/her decision according to the following:

1. The arbitrator shall answer in writing, within thirty (30) days after the hearing or after the submission of any briefs, only the question submitted or the question selected, in accordance with the interpretation and application of this Agreement.
2. The arbitrator shall not add to, subtract from, or modify this Agreement.
3. The arbitrator is prohibited from rendering any decision which is contrary to public policy.
4. The award of the arbitrator shall be the award of the Appeal Board, and it shall be final and binding on the City, the Lodge, and any employee covered by this Agreement.
5. Once the question has been submitted to the arbitrator, neither party is permitted to withdraw the case from the arbitrator.
6. The fees and expenses incurred by the arbitrator shall be paid equally by the parties to this Agreement.
7. The arbitrator's decision may be based upon written briefs submitted by the parties, or, if either party wishes, upon such briefs and a hearing at which the parties shall have the opportunity to present evidence and examine and cross-examine witnesses.

### SECTION 3. 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.

The employee and/or Lodge representative shall suffer no loss of pay for conferring with City representatives or bargaining unit members concerning the grievance or grievances at Step 1, 2 and 3 of the grievance procedures provided for under this Article, provided that the grievant



or Lodge representative, if either or both are on duty, has requested and received permission from his/her duty supervisor to be temporarily absent from his/her duty assignment for the purpose of performing these functions. Such permission shall not be unreasonably denied.

It is further understood and agreed that when there is a single grievance that involves more than one employee, or when there are multiple grievances that involve essentially identical factual situations, the time spent in conferring about, preparing and presenting the grievance(s) shall be limited to the time that would be paid for if there were a single grievance and a single grievant.

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

C. When a management representative returns the form with his/her answer on it, the Grievant shall date and sign the grievance indicating receipt thereof.

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

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

F. For the purposes of the grievance procedure as set forth in this Article, the words "day" and "work day" are defined, synonymously, to include weekdays only (Monday through Friday), and to exclude, in addition to weekend days (Saturday and Sunday), the following: holidays authorized by the Agreement; the day on which a grievance is returned to the Lodge by the City. The representatives of the parties shall, in processing grievances, acknowledge receipt of grievances and answers, at each step, by signing and dating the grievance when presented or received.

## ARTICLE 19

### HUMANITARIAN CLAUSE

Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he/she is no longer capable of performing the normal duties of his/her assigned job as a result of an injury or illness, incurred in the course of his/her employment with the City of Lansing, the employee may be transferred to any vacant position he/she is capable of performing without regard to the job posting or seniority provisions of this Agreement. The affected employee shall be placed on the salary schedule of the vacant position

commensurate with the employee's seniority. Any full-time employee exercising the provisions thereof shall continue to receive all benefits under the Agreement.

The determination of ability to perform the work is within the City's discretion.

## ARTICLE 20

### LEAVES OF ABSENCE

SECTION 1. Military Service . Employees who are inducted into the Armed Forces of the United States under the provision of the Selective Service Act of 1940, and as amended, shall be entitled to a leave of absence without pay for a period of service required by such original induction. Upon their honorable discharge and if physically fit to perform the duties of the positions which they held upon entering military service, such employees shall be reinstated to their former positions or one comparable thereto providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service as above defined shall be credited to a reinstated employee's length of City service as subject to the provisions of this Agreement and the City of Lansing's Retirement System, Ordinance Number 132.

SECTION 2. Military Reserve Leave of Absence . 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. The City will make the employee whole for lost wages (difference between military pay and City pay) exclusive of overtime or premium pay for all time lost from work not to exceed ten (10) working days per year. Any such leave in excess of ten (10) working days per year shall be charged against the employee's vacation leave or if vacation leave is exhausted shall be an unpaid leave of absence. Requests for military reserve leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Employees, who subsequent to their date of hire, desire to become active members of an armed forces reserve unit, must notify their Department Head as soon as practicable.

SECTION 3. Leave of Absence . Employees may be granted a leave of absence without pay without loss of accumulated seniority in cases such as: settlement of an estate; serious illness or disability of an employee or member of his/her family; pregnancy or like family need; if the temporary termination of work will not adversely affect the operations of the Department. All such leaves of absence shall be subject to whatever documentary evidence the Department Head may require and shall be granted in increments of not more than thirty (30) consecutive calendar days, the total of which will not exceed one (1) year unless extensions are approved at the discretion of the Department Head.

Seniority, City wide or bargaining unit, does not accrue during such absence. Leave of absences are without pay and after the first thirty (30) calendar days of such absence all benefits are discontinued.

## ARTICLE 21

### MISCELLANEOUS

SECTION 1. Addresses and Telephone Numbers of Employees . Each employee covered hereby, whether on or off the active payroll, shall keep the City advised of his/her correct mailing address and telephone number at which he/she can be reached. Except for official personnel circumstances, the City shall keep all information confidential unless required to release such information by court order, MERC order or under the terms of the Freedom of Information Act (FOIA).

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Personnel Office and returns such form there, duly completed.

In the case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Personnel Director, City of Lansing, City Hall, Lansing, Michigan".

The City shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for their failure to receive notice which arises from their not following the procedure above.

SECTION 2. Bulletin Boards . The City shall provide for a bulletin board for the Lodge in an area acceptable to the Director of the 911 Communications Center. The bulletin board shall be for Lodge notices and information. This bulletin board, or anything posted thereon, will not be disturbed by an official of the City of Lansing, provided that the conditions set forth herein are complied with. The board shall be used only for the following notices:

- A. Recreational and social affairs of the Lodge.
- B. Lodge meetings.
- C. Lodge elections.
- D. Results of Lodge elections.
- E. General Lodge information.

Notices and announcements shall not contain anything political or anything reflecting on any labor organizations, and no material, notices or announcements which violate provisions of this section shall be posted. No Lodge material shall be posted on any other bulletin board or any other place of the City or of the Police Department.

SECTION 3. 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 the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 4. Special Conferences . Special conferences apart from the grievance procedure, for matters considered important by either the Lodge or the City may be arranged by mutual agreement between the Lodge President and the City's Labor Relations Administrator. Such meetings shall be attended by such representatives of the parties as each, reasonably and sensibly, deems useful to the discussion. Arrangements for the date, time and place of such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the request for it is made. Matters taken up in special conference shall be confined to those included in the agenda.

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

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

SECTION 5. Access to Premises. The Employer agrees to allow the 911 Division President and the Executive Director of the Capitol City Lodge access to the employer's premises, other than security areas, after notification to the Director of the 911 Communications Center or his/her designee, during working hours for the purpose of policing the terms and conditions of this Agreement provided that such visitations do not interfere with the operations of the 911 Communications Center.

SECTION 6. Safety . The City shall make reasonable provisions to maintain its equipment in safe operating condition and equipped with safety appliances as prescribed by law. The City shall furnish protective devices and/or equipment as is reasonably necessary to properly safeguard its employees. The City and the Lodge will cooperate to achieve a safe working environment.

SECTION 7. Residency . The City of Lansing will not require any member of this bargaining unit to be a resident of the City of Lansing as a condition of continued employment, without negotiating such requirement with the Fraternal Order of Police, Capitol City Lodge #141.

SECTION 8. Legal Coverage . Whenever any civil claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of the employee's authority and while in the course of employment, the City will pay for, engage, or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action or damages caused by the employee while in the course of the employee's employment, the City will indemnify the employee or will pay, settle or compromise the judgment. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

SECTION 9. Other Agreements . The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provisions hereof, nor may such other organizations represent any employees with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Lodge.

SECTION 10. Copies of Agreement . The City shall provide the Lodge with enough copies of this labor agreement to distribute to each current and future member of the division. The copies for current members will be provided within thirty (30) days of the date the agreement is signed by the parties.

SECTION 11. Effective Date of Changes . Unless otherwise specified, the effective date of the agreed changes to this agreement shall be the date of ratification by both parties..

## ARTICLE 22

### TERM OF AGREEMENT

This Agreement shall commence January 1, 2003 and shall continue in full force and effect until midnight December 31, 2007 when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to December 31, 2007. In any event, this Agreement shall not be extended beyond December 31, 2007 except by written consent of the parties.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE LODGE  
BY ITS PRESIDENT

FOR THE CITY  
BY ITS MAYOR:

Jacque Beeson  
Division President

\_\_\_\_\_ Tony Benavides \_\_\_\_\_

\_\_\_\_\_  
BY ITS CLERK:

Thomas Krug  
Executive Director  
Capitol City Lodge #141  
Fraternal Order of Police

\_\_\_\_\_  
Debbie Minor

\_\_\_\_\_  
R. David Wilson  
F.O.P. Lodge Attorney

\_\_\_\_\_  
Approved as to Form:  
City Attorney

\_\_\_\_\_  
Certification of Appropriated Funds:

\_\_\_\_\_  
Labor Relations

## APPENDIX A

### PROMOTIONS

#### I. EXAMINATION

A. Communication Center Supervisor scores shall be based upon a written examination and an oral board. In order to be eligible for promotion, candidates must compete in all phases of the promotional process.

B. The weight placed on each step is as follows:

60% Written Examination

35% Oral Board

5% Seniority: seniority points for promotions shall be added at the rate of one-half (½) point per year of seniority for the 4<sup>th</sup> through 13<sup>th</sup> year of employment, with a maximum of five (5) points.

C. The written examination shall be job related.

D. The intended composition of the oral board is:

--911 Communications Director

--Police Representative

--Fire/Medical Representative

--External Personnel Professional

--External Telecommunications Professional

#### II. TEST SCORES

A. Completed scoring and posting shall be accomplished as soon as practicable after the process is completed.

B. Total scores shall be posted, identified by a number known only to the Personnel Department (who will administer the examination) and the individual candidate.

#### III. ROSTER

A. Promotions shall be made from a roster consisting of the five highest scores which shall be maintained for two years for selection purposes. If the roster requirements cannot be satisfied upon completion of the promotional examination for inside candidates, then candidates from the outside may be selected to complete the roster of five people. Outside candidates must have a minimum of ninety (90) college credits and three (3) years experience as a supervisor in a

911 Center or an equivalent combination of education and experience\*. Outside candidates meeting these minimum requirements will be interviewed and ranked to complete the roster of five (5).

\* Equivalencies for Education and Experience:

One (1) year of full-time education relevant to Dispatch Center operations is equivalent to one (1) year of experience.

One (1) year of supervisory experience in Dispatch Center operations is equivalent to one (1) year of education.

Conversion Formula for Education Credits:

Three (3) term/quarter hours is equivalent to two (2) semester hours.

B. Once a roster has been established, personnel above the seventy percentile can move into the top five positions as personnel are promoted off the roster.

C. Promotion of personnel from the roster shall be based upon examination score, assessments (prior two years), merit and personnel records. In the event the individual with the highest examination score is not selected for promotion, the employer will provide a written explanation to the individual. This shall in no way negate the right of the employer to utilize the above criteria in the selection determination.

#### IV. NOTIFICATION - POSTING

All notification(s) or posting(s) for new or promoted positions shall be subject to the rules of the Personnel Department of the City of Lansing.

#### V. ELIGIBILITY

High school diploma or GED equivalent, supplemented by three years of practical experience in a centralized communication center in receiving and dispatching police, fire and medical services.

#### VI. SELECTION

The 911 Communication Center Director shall recommend to the staff of the Lansing Police Department the candidates for promotion. Staff members shall make the final decision.





APPENDIX B

WAGE SCHEDULE  
EMERGENCY TECHNICIAN I AND II

APPENDIX B  
WAGE SCHEDULE  
EMERGENCY TECHNICIAN I AND II

---

eligible for a one step merit increase retroactive for the prior six (6) months. This retroactive date shall become the employee's anniversary date for all subsequent merit/step increases, which shall take place each twelve (12) months, thereafter.

---

Effective July 1, 1999, the City implemented a new job classification entitled Emergency Communications Technician II. Employees who have a minimum of two (2) years of service as an Emergency Communication Technician and who have been certified by the City to work CBO, Lein, Metro Police Dispatch, Out-County Police and Fire, City of Lansing Fire and are EMD trained shall be re-classified as Emergency Communication Technician II. All other staff members shall be classified as Emergency Communication Technician I and shall receive the wage rates set forth in Appendix B. The City has by separate letter advised the Lodge of those currently certified.

---

Effective July 1, 1999, the Emergency Communication Technician II wage schedule was implemented at three-quarters (.75%) of a percent above the Emergency Communication Technician I wage schedule.

---

Effective January 1, 2000, the Emergency Communication Technician II wage schedule was increased by an additional one-half (.50%) percent to a total of one and one-quarter (1.25%) percent above the Emergency Communication Technician I wage schedule.

<u>Access to Premises</u>	<u>45</u>
<u>Addresses and Telephone Numbers</u>	<u>43</u>
<u>Agreement</u>	<u>1</u>
<u>Bereavement Time</u>	<u>27</u>
<u>Bulletin Boards</u>	<u>44</u>
<u>Call-Back and Call-In Pay</u>	<u>13</u>
<u>Compensation for Trainers</u>	<u>15</u>
<u>Computerized Calculation of Benefits</u>	<u>54</u>
<u>Copies of Agreement</u>	<u>46</u>

<u>Dental Insurance Coverage</u>	23
<u>Dependent Care Reimbursement</u>	20
<u>Disciplinary Action, Discharge, Suspension</u>	38
<u>Dues Deduction</u>	3
<u>Education and Training</u>	16
<u>Education Reimbursement</u>	16
<u>Effective Date of Changes</u>	46
<u>Grievance Procedure</u>	39
<u>Definition of a Grievance</u>	39
<u>Rules of Grievance Processing.</u>	41
<u>Steps of the Grievance Procedure</u>	39
<u>Holidays</u>	26
<u>Hospital, Medical, Surgical Insurance</u>	18
<u>Base Plan</u>	18
<u>Blue Cross/Blue Shield Community Blue</u>	18
<u>Employee Contributions</u>	19
<u>Enrollment.</u>	19
<u>Medical and Dependent Care Reimbursement Account</u>	20
<u>Medical Insurance - Active Employees.</u>	18
<u>Medical Insurance - Retirees.</u>	21
<u>Opt Out</u>	20
<u>Vision</u>	18
<u>Hours of Work</u>	12
<u>Normal Work Day and Work Week</u>	12
<u>Humanitarian Clause</u>	42
<u>Jury Duty or Witness Pay Supplement</u>	28
<u>Layoff and Recall</u>	9
<u>Demotion in Lieu of Layoff</u>	9
<u>Expiration of Recall Rights</u>	11
<u>Notice of Layoff</u>	10
<u>Order of Layoff</u>	9
<u>Recall.</u>	10
<u>Layoff Procedure</u>	7
<u>Leaves of Absence</u>	42
<u>Military Reserve</u>	43
<u>Military Service</u>	42
<u>Legal Coverage</u>	45
<u>Life Insurance</u>	24
<u>Lodge Bargaining Committee</u>	5
<u>Lodge Leave Time</u>	6
<u>Longevity Bonus</u>	14
<u>Management Rights</u>	1
<u>Bargaining Unit Work</u>	2
<u>Contract, Temporary and Substitute Employees</u>	2

<u>Medical Treatment Compensation</u>	<u>14</u>
<u>Mileage</u>	<u>18</u>
<u>Non-discrimination</u>	<u>7</u>
<u>Other Agreements</u>	<u>46</u>
<u>Overtime</u>	<u>12</u>
<u>Call-back and Call-in Pay</u>	<u>13</u>
<u>Overtime Distribution</u>	<u>12</u>
<u>Pyramiding.</u>	<u>12</u>
<u>Shift Assignments</u>	<u>12</u>
<u>Paid Time Off</u>	<u>24</u>
<u>Vacation</u>	<u>24</u>
<u>Vacation Scheduling</u>	<u>25</u>
<u>Parking</u>	<u>16</u>
<u>Policy and Procedure Manuals</u>	<u>52</u>
<u>Probationary Period</u>	<u>11</u>
<u>Promotions and Transfers</u>	<u>11</u>
<u>Appendix A</u>	<u>48</u>
<u>Promotions</u>	<u>11</u>
<u>Transfers Outside the Bargaining Unit</u>	<u>11</u>
<u>Recognition of Lodge</u>	<u>3</u>
<u>Definition of the Bargaining Unit</u>	<u>3</u>
<u>Residency</u>	<u>45</u>
<u>Retirement/Pension</u>	<u>34</u>
<u>Alternative Retirement System</u>	<u>37</u>
<u>Employees Hired Prior to July 1, 1992 Who Previously Transferred</u>	<u>36</u>
<u>General Employees Retirement System</u>	<u>34</u>
<u>Safety</u>	<u>45</u>
<u>Seniority</u>	<u>7</u>
<u>Bargaining Unit Seniority</u>	<u>7</u>
<u>City Seniority</u>	<u>8</u>
<u>Definitions</u>	<u>7</u>
<u>Loss of Seniority</u>	<u>8</u>
<u>Shift Assignments</u>	<u>12</u>
<u>Shift Premium</u>	<u>16</u>
<u>Sick Leave</u>	<u>29</u>
<u>ADA and FMLA</u>	<u>34</u>
<u>Emergency Leave</u>	<u>34</u>
<u>Paid Sick Leave Accrual</u>	<u>29</u>
<u>Sick Leave Charges</u>	<u>30</u>
<u>Sick Leave Donation</u>	<u>33</u>
<u>Sick Leave Incentive</u>	<u>32</u>
<u>Sick Leave Reimbursement</u>	<u>31</u>
<u>Sick Leave Usage</u>	<u>29</u>
<u>Special Conferences</u>	<u>44</u>
<u>Strike Provision</u>	<u>6</u>

<u>Subcontracting</u>	<u>2</u>
<u>Term of Agreement</u>	<u>46</u>
<u>Vacation</u>	<u>24</u>
<u>Eligibility and Allowances</u>	<u>24</u>
<u>Payments</u>	<u>25</u>
<u>Scheduling</u>	<u>25</u>
<u>Wage Schedule</u>	<u>50</u>
<u>Waiver Clause</u>	<u>44</u>
<u>Work Breaks</u>	<u>28</u>
<u>Worker's Compensation</u>	<u>17</u>



SUMMARY OF TENTATIVE AGREEMENT  
Between the  
CITY OF LANSING  
And  
FOP CAPITOL CITY LODGE #141 FRATERNAL ORDER OF POLICE  
911 OPERATORS UNIT

The parties' new collective bargaining agreement shall be the same as the parties' old collective bargaining agreement (in effect from January 1, 2004 – December 31, 2007) except as amended by the following changes to the collective bargaining agreement:

1. ARTICLE 22 – TERM OF THIS AGREEMENT: The parties agree to a four (4) year contract to be in effect from January 1, 2008 through and including December 31, 2012.

2. APPENDIX B and elsewhere – WAGE SCHEDULE: Amended to provide the following increases to the hourly wage rates or cash payment as specified below, effective the pay period beginning on or immediately following:

Following ratification:	\$500 signing bonus
January 1, 2008:	0.00% increase hourly wage
January 1, 2009:	2% increase hourly wage
January 1, 2010:	2% increase hourly wage
January 1, 2011:	wage reopener

3. ARTICLE 11 – HOSPITAL, MEDICAL, SURGICAL INSURANCE: Effective 10/1/09:

- Monthly Premium Share – BCBS Community Blue PPO1 & PHP: fixed dollar amount equating to 5% of present rates
- Prescription Co-Pays: \$10/20/40 (BCBS) and \$15/25/50 (PHP) or if the City obtains a Prescription Benefit Manager, \$10/20/40 under either plan.
- Mail Order Prescription Drug Rider: MOPD2 (90 days w/2 co-pays)
- Retail 90 Rider: 90 days w/2 co-pays
- Mandatory Generic Rider: unless approval is received, an individual must accept the generic version of brand name drugs or pay the brand name co-pay plus the difference in cost between the generic and brand name drug.
- Healthcare Co-pays: \$20 Office/Urgent Care Visit, \$50 Emergency Room Visit
- City employees married to City employees are entitled to one coverage only and are not entitled to opt-out payment.
- Retiree Healthcare: new employees hired after ratification are entitled to retiree only healthcare coverage after retirement (spousal and dependent coverage may be purchased). City to set up a Healthcare Savings Program whereby employees may contribute to an account during employment for use for healthcare expenses following employment termination. Retirees (retiring after ratification) will receive the same healthcare as active employees going forward.
- Opt-Out: will increase from \$1800 to \$2000 if 20% or more of the unit opt-out.

The City will hold a Special Open Enrollment for employees who wish to change health coverage prior to October 1, 2009.

Note: the City agrees to increase the maximum cap on medical expense reimbursement flexible spending account provided through AFLAC to \$2,500 per year.

4. ARTICLE 15, SECTION 5, SICK LEAVE INCENTIVE & (NEW) ARTICLE 14, SECTION 9, PERSONAL LEAVE DAY:

- Eliminate current incentive and provide 2 personal leave days and if no use of sick leave during a year, an additional 2 days personal leave days will be provided the following year with no carry over (the maximum possible in a year is 4 days).
- Require 120 hours notice of requested use and add "One request for personal leave time must be granted to an employee each calendar year unless another employee has already been granted personal leave for the same time periods or it is a holiday recognized by the bargaining agreement. These 'priority picks' may be taken in four, eight, or twelve hour increments that coincide with the Center's work assignments. Once any amount of time is used as a 'priority pick,' the employee's right to exercise the privilege for that year is complete."

5. ARTICLE 9, HOURS OF WORK:

- Add that Part-timers get 6 of the available overtime slots.
- Reference the 12/8 shifts agreement and add as a Appendix; modify the agreement to add that there are 24 slots and City ability to move slot numbers 22, 23 and 24 around each shift pick and if a 12 hour slot vacates mid-stream, the City has the discretion to decide whether to fill immediately or wait until next shift pick.

6. ARTICLE 9, SECTION 4, COMPENSATORY TIME:

- State of Michigan ETSC/MCOLES training time paid in dollars for both the attending student or an employee working the backfill. Compensatory time credit is not available for these hours worked
- Increase compensatory time cap to 42 hours from 40 hours; continue to be able to swap for vacation

7. ARTICLE 14, SECTION 3, VACATION SCHEDULING:

Add that "Vacation requests with less than twenty-eight (28) days notice, but more than one hundred-twenty (120) hours notice shall not be refused....."

8. ARTICLE 3, SECTION 4, LODGE LEAVE TIME:

Clarify that Lodge Leave Time Includes: Lodge Board Meetings, Rep School, CLUE meetings, sleep time concurrent with Lodge function and that the following purposes are not counted as Lodge Leave Time: anything involving the grievance process, IA meetings, Pre-D hearings, any meetings at City request (e.g. Joint Labor Management).

9. ARTICLE 10, SECTION 5, EDUCATION & TRAINING:

Education and Training: Increase from \$250 per employee to \$500 per employee with no change to the current unit cap of \$2,000. Unused funds will roll over from year to year and may be applied for on a first-come, first-served basis over \$500 up to \$1,000 in any one calendar year [fund balance to be maintained on a first-in, first-out (FIFO) basis.]

10. ARTICLE 16 RETIREMENT/PENSION:

At any time during the duration of the 2008 – 2011 collective bargaining agreement, bargaining unit employees may decide by majority vote conducted by the Lodge to increase the current 1.6% multiplier factor at the employee's expense.