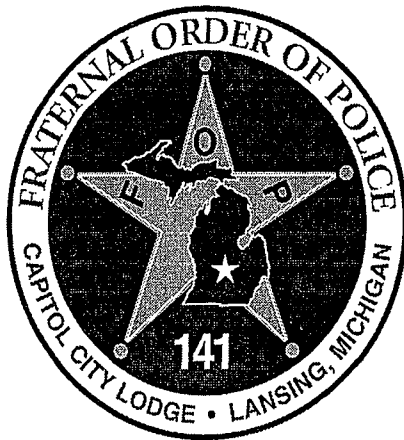


**Agreement Between
CITY of LANSING, MICHIGAN
and
CAPITOL CITY LODGE #141
FRATERNAL ORDER OF POLICE**

July 1, 2005 - June 30, 2009



NON-SUPERVISORY POLICE

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AGREEMENT

This agreement is entered into between the City of Lansing, Michigan, hereinafter referred to as the "City", and the Lansing Non-Supervisory Division of Capitol City Lodge No. 141, Fraternal Order of Police Labor Program, Inc., hereinafter referred to as the "Lodge". It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

ARTICLE 1

RECOGNITION OF THE LODGE

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the City hereby grants sole and exclusive recognition to the Lodge for the purpose of collective bargaining for all employees covered by the bargaining unit.

SECTION 2. Definition of the Bargaining Unit. The bargaining unit consists of all sworn regular full-time employees of the Police Department of the City of Lansing, Michigan, whose positions are classified I through and including IIA, IIB & IIC.

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, 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 operations; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign

and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reduction in work week or work day; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline, and discharge employees for just cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation or memorandum shall be adopted hereafter without notice to the Lodge, and its reasonableness may be subject to the grievance procedure; (n) to transfer, promote and demote for just cause employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work; (p) take whatever action is reasonably necessary to carry out any and all of the City's services in emergency situations; (q) the City and the Lodge shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of workman-ship and service and the correction of conditions making for grievances and misunderstandings. Further, the Lodge agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this Agreement, and will use its best endeavors to protect the interest of the City, to conserve property, protect the public and give service of the highest quality. The Lodge and the City consider themselves mutually responsible to improve the public service through the creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves on the job in a workman-like manner.

The City agrees the rights of the Lodge are specifically listed herein, that all subjects not specifically listed herein are retained by the City.

ARTICLE 3

MANAGEMENT SECURITY

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 this Agreement that there shall be no interruption of these services, for any cause whatsoever, by 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 further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City as long as this contract is in force.

ARTICLE 4

LODGE SECURITY

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. The City and the Lodge further agree that they shall give no special consideration or favor to any employee or group of employees because of race, creed, color, sex, political affiliation, age, religion or national origin, nor will the City assign, promote or transfer any employees on a quota system based on race, creed, color, sex, political affiliation, age, religion or national origin.

SECTION 2. The City agrees to deduct from the salary of each individual 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 a completed Check-Off Authorization Form 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 other 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 sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employee 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.

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.

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 its deduction from an employee's pay of Lodge dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Lodge.

I. The Lodge shall exclusively use the Check-Off Authorization Form that is mutually agreed to by the Lodge and the City.

ARTICLE 5

LODGE BARGAINING COMMITTEE

SECTION 1. Composition. The bargaining committee of the Lodge will include not more than four (4) employees of the Lansing Police Department. The bargaining committee shall also consist of not more than two (2) non-Lodge employee representatives to be appointed by the Lodge. The Lodge will furnish the Labor Relations Administrator with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

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

ARTICLE 6

PROBATIONARY PERIOD

When a new employee is hired in the unit, the employee shall be considered as a probationary employee for the first eighteen (18) months of his/her continuous, regular, full-time employment after being sworn in as a police officer. The Lodge shall not represent probationary employees for any purposes except disputes relating to rates of pay, wages, hours of employment, and layoff, provided, however, after the twelve (12) month continuous, regular, full-time employment, the employee may not be dismissed without written notice setting forth the specific reasons for dismissal and if the Lodge believes that said termination is unjustified, a special meeting may be called to review the action. If the Employer and the Lodge reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the grievance procedure, Article 22, of this Agreement. An employee is presumed to have terminated probationary status and will obtain full-time patrol officer status at the end of twelve (12) months unless the Employer notifies the employee to the contrary after which the Employer is allowed one (1) six-month extension of probationary period. Regardless of the six-month extension, the employee shall then be afforded all the privileges and rights of a regular full-time employee.

ARTICLE 7

SENIORITY

SECTION 1. Definition. Seniority shall mean the status attained by the length of continuous service in the department.

SECTION 2. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date, and shall furnish a copy to the Lodge in February and August of each year.

SECTION 3. Return from Duty Disability Retirement. When an employee is on a duty disability retirement and subsequently returns to such employee's previous employment position on a full-time basis, the employee shall accumulate seniority for the period such employee was on duty disability retirement for the purpose of calculating the employee's longevity bonus and for determining the amount of annual accumulated vacation leave such employee is entitled to take. However, such an employee shall not accumulate seniority for purposes of vacation and shift selection or for purposes of any other seniority based benefit. Nothing contained in this section shall be deemed to alter or amend the language of the City of Lansing Police and Fire Retirement System which states: "A disability retiree who returns to city employment shall again become a member of the retirement system and credited service in force at the time of the disability retirement shall be restored to the credit of the employee. The employee shall be given

service credit for the period he/she was receiving a disability retirement allowance provided in Section 24-(a) of this chapter."

ARTICLE 8

LAYOFF AND RECALL

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or the abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

A. No permanent or probationary employee shall be laid off from his/her position in the Police Department while any temporary or provisional employees are serving in the same position class in that department.

B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority.

SECTION 3. Demotion in Lieu of Layoff. In lieu of layoff employees may be demoted, at their request, by seniority. Demotion shall be through those classifications in which the employee previously held permanent status. An employee serving a probationary period shall not displace a permanent employee in a classification in which the probationary employee has not previously held permanent status.

For purposes of this section, members of this bargaining unit who were promoted into the supervisory unit will be eligible to be demoted back into this bargaining unit in lieu of layoff for a period of up to one (1) year from the promotion, consistent with Article 9, Sub-section 7.

SECTION 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days prior notice.

SECTION 5. Preferred Eligible Lists.

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of departmental seniority from which they were displaced within the Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which they were displaced.

B. Names shall remain on the lists for three (3) years or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the lists for a period of time equal to

the employee's seniority at the time of his/her layoff or three (3) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which they were demoted in the Police Department before any other persons are selected for employment or promotion in those ranks.

SECTION 6. Notice of Recall from Layoff.

A. 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.

B. Recalled employees must notify the Personnel and Training Section of the Lansing Police Department within fourteen (14) calendar days from the date the letter 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 their 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.

C. 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.

If within sixty (60) days from the date of the recall notice good cause is established for the untimely response to a recall notice, an employee may be reinstated on the recall list for future recall rights.

It is the responsibility of the employee to keep the Human Resources Section of the Lansing Police Department notified of his/her current address.

ARTICLE 9

LOSS OF SENIORITY

An employee shall lose status as an employee and seniority if the employee:

1. Resigns or quits.
2. Is properly discharged or terminated.
3. Retires.
4. Is convicted of a felony.

5. Has been on layoff for a period of time equal to his/her seniority at the time of layoff or three (3) years, whichever is lesser.
6. Is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
7. Is promoted or transferred from a classification covered by this agreement to another job classification within the Lansing Police Department and does not return to the bargaining unit position within a one (1) year period except in cases where injury or suspension would prolong the employee's evaluation period in the non-bargaining unit position. The employee shall retain his/her former bargaining unit seniority; however, no seniority shall be accumulated for the service in the job classification not covered by this agreement. After one (1) year from the effective date of the promotion or transfer out of the bargaining unit, the employee's seniority rights in the bargaining unit shall be terminated.

ARTICLE 10

LEAVE DAYS

SECTION 1. Definition. Because police officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as "Leave Days."

SECTION 2. Number. Employees covered hereby, earn leave days each twenty-eight (28) day work cycle they are employed by the City, for a total of 104 leave days each year.

In addition to the leave days provided in the above paragraph, each employee shall receive forty (40) additional personal leave hours each calendar year through November 30, for a maximum of forty (40) hours earned. Personal leave hours will be prorated for new hires for the first calendar year on the basis of four (4) hours of personal leave time per month. New employees will be immediately credited with the total personal leave hours for the applicable portion of the year. Employees hired on or after November 1 but prior to December 1 of any calendar year shall be immediately credited with eight (8) hours. Employees hired on or prior to the 15th of any month shall be credited with four (4) hours of personal leave; employees hired after the 15th of any month shall be credited with two (2) hours of personal leave.

SECTION 3. Scheduling. Leave days, pursuant to Section 2 of this Article shall be taken subject to management approval.

SECTION 4. Changing. Employees covered hereby, may change a leave day after the schedule has been posted, including the mutual exchange of leave days between two officers working the same shift, if they receive permission from the management representative who is in charge of scheduling. Such requests shall not be unreasonably denied.

SECTION 5. Employees who are eligible for vacation, as provided for in Article 11 of this Agreement, may, with management approval, which shall not be unreasonably denied, take leave days in conjunction with their vacation as more fully described in Article 11, Section 8.

SECTION 6. Emergencies and Discipline. Employees who are scheduled to work on leave days, pursuant to management's right to require employees to work overtime, shall be compensated as provided in Section 2 of Article 12.

ARTICLE 11

VACATION LEAVE

SECTION 1. Beginning with the first anniversary of an employee's date of hire, and beginning with January 1st of each year thereafter, employees without a break in service and covered hereby shall be eligible for a vacation with pay as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	96 work hours
10 but less than 15	128 work hours
15 years or more	168 work hours

Effective the first pay period beginning on or immediately following July 1, 2006 an employee's vacation with pay shall be modified as follows:

<u>LENGTH OF SERVICE</u>	<u>ANNUAL VACATION LEAVE</u>
1 but less than 5	96 work hours
5 but less than 10	100 work hours
10 but less than 15	132 work hours
15 but less than 20	172 work hours
20 years or more	184 work hours

In subsequent January's (beginning January 1, 2007) the higher accumulative rates shall be applied.

Effective the first pay period beginning on or immediately following July 1, 2008 an employee's vacation with pay shall be modified as follows:

LENGTH OF SERVICE

ANNUAL VACATION LEAVE

1 but less than 5	96 work hours
5 but less than 10	104 work hours
10 but less than 15	136 work hours
15 but less than 20	176 work hours
20 years or more	192 work hours

In subsequent January's (beginning January 1, 2009) the higher accumulative rates shall be applied.

SECTION 2. Employees shall accrue vacation leave credit for any given year on the basis of accumulating one-twelfth (1/12) of their annual vacation, for which they qualify pursuant to Section 1 above, for each month of continuous service with the City. No vacation leave shall be earned by any employee during a leave of absence without pay.

SECTION 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one year of service, no accrued vacation leave will be allowed. An employee who has served over one year shall be paid for any accrued vacation due on leaving the service of the City.

SECTION 4. Vacation leave credit shall accrue from the date an employee enters the service of the City. Vacation leave shall be granted to employees covered hereby by the management representative of the Police Department who is in charge of scheduling vacations and such vacations will be granted at such times as they will least interfere with the efficient operation of the Police Department, with due regard for the expressed preference of the employee covered. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

SECTION 5. An eligible employee may, to the extent of his/her unused vacation, take at least two (2) vacation periods during each year. Vacations shall be taken in increments of at least five (5) days and not to exceed fourteen (14) days unless mutually agreed upon by the employee and the management representative of the Police Department who is responsible for scheduling vacations. Approval shall not be unreasonably withheld. A seniority list shall be posted not later than December 1st of any calendar year. Employees in a given job classification on a given shift and in a given precinct shall select their desired vacation date by seniority. A final vacation list shall be prepared by the Chief of Police or a designated representative and posted not later than January 1st of each year.

A. In the event an employee who has been allowed reasonable time to make a vacation selection does not select a vacation period when, according to his/her seniority, the employee's selection is offered, the employee shall select a vacation period from the remaining available

dates in his/her classification and on his/her shift and in his/her precinct prior to November 1 of that year. Failure to select shall result in the appropriate department management representative scheduling a vacation period for the employee in order to bring the employee's vacation leave within the maximum accumulation limit. Should an employee desire to cancel or switch his/her vacation selection, or portion thereof, and such would result in an excess of the maximum accumulation limit, he/she must receive the approval of the management representative of the Police Department responsible for scheduling vacations. If such approval is granted, the employee must immediately sign up for another vacation period which the employee will not be allowed to cancel or switch.

B. If an employee is not on the shift or in the precinct or in the classification for which he/she had approved vacation leave at the time said leave is due, because the employee exercised the right to change shifts, said leave shall be rescheduled on the shift and in the precinct and within the classification the employee then occupies provided there is available vacation time on such shift or in such precinct in such classification. Without obligation, the City may, in its sole discretion, honor the vacation selections of officers who voluntarily change shifts and/or precincts while the vacation roster is in effect. Inability to honor the vacation selection in such circumstance shall not be subject to the grievance procedure. If, however, the employee is transferred for the convenience of the City or involuntarily from one shift or precinct to another or from one job to another after said employee has selected his/her vacation leave dates, said original dates shall be honored.

C. Without obligation, the City may, in its sole discretion, permit two (2) officers on vacation leave on a given shift, in each precinct during the period covered by this agreement (for a city-wide total of four (4) officers on vacation leave on a given shift, at any one time).

Officers assigned to a precinct but holding a special assignment shall select vacations separately by seniority.

SECTION 6. Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he/she is entitled to, pursuant to Section 1 of this Article.

A. On or before November 30th of any calendar year, employees shall be notified of their total vacation eligibility for that given calendar year, the number of vacation days taken, and the balance remaining, if any.

SECTION 7. If a regular pay day falls during an employee's vacation and the employee is to be on vacation for two (2) weeks or longer he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Police Department Administrative Services Division for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

SECTION 8. Where possible, all vacations shall start on Saturdays. Vacation, pass days, banked holidays and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police or designated representative. Such coupling shall not be unreasonably denied.

SECTION 9. In the event that an employee's vacation request is denied due to a personnel shortage and the employee is scheduled to continue working so that he/she would then accrue vacation time beyond the two (2) times annual vacation maximum accumulation limit, such employee shall be permitted to carry over the excess earned vacation hours. Such carry-over shall be limited to the number of hours of which the employee was denied use due to the personnel shortage and must be utilized prior to April 1 of the subsequent calendar year. The vacation request denial shall be in writing.

ARTICLE 12

HOURS AND RATES OF PAY

SECTION 1. Work Day and Hours. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by management.

SECTION 2. Overtime. It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above the employee's normal scheduled work day or normal scheduled work week, when authorized by the department head.

For purposes of overtime computation, the work period shall coincide with the 28 day scheduling cycle. Overtime shall not be paid for time worked during the normal scheduled work day or normal scheduled work week, so long as each affected employee has eight (8) scheduled leave days in the 28 day work period/scheduling cycle. (This clarification is provided pursuant to section 207(K) of the Fair Labor Standards Act).

All officers on duty shall be paid for overtime at one and one-half (1 ½ to be computed at 152%) times his or her regular hourly rate.

Unilateral changes in posted schedules shall not be made by management to avoid paying overtime.

However, in emergency situations, (excluding planned events, illness of other employees, and ordinary extensions of shifts) including but not limited to, natural disasters, labor strife, mass demonstrations, the department administration may establish twelve (12) hour work schedules when it deems it operationally necessary. In such circumstances, employees previously scheduled to work may have his/her schedule changed to twelve (12) hours in duration and will

be eligible to receive overtime payment only for those hours in excess of the length of (e.g., An employee whose normally scheduled work day is 8 hours is eligible for 4 hours of overtime on a 12-hour schedule; an employee whose normally scheduled work day is 10 hours is eligible for 2 hours of overtime on a 12-hour schedule; etc.) his/her normally scheduled work day. Employees who are not previously scheduled to work on any given day and who are called back to work, shall be paid pursuant to Section 4 of this Article (call-back pay).

SECTION 3. Compensatory Time. Employees may receive, in lieu of overtime compensation, compensatory time off at a rate of not less than time and one-half (1 ½) for all overtime earned.

Employees may accrue a maximum of eighty (80) hours of compensatory time. Any additional overtime earned, above the maximum of eighty (80) hours, shall be paid overtime compensation. Effective the first pay-period beginning on or after July 1, 2006, employees may accrue a maximum of one hundred (100) hours of compensatory time. Any additional overtime earned, above the maximum of one hundred (100) hours, shall be paid overtime compensation.

An employee who has accrued compensatory time shall be permitted to use such compensatory time at a time mutually convenient to both the employee and the City.

An employee who has accrued compensatory time and is retired or terminated from employment with the City shall be paid for the unused compensatory time at a rate of compensation not less than:

A. The average regular rate received by such employee during the last three (3) years of employee's employment, or

B. The final average rate received by such employee whichever is higher. All compensatory time shall be utilized prior to final work date (except in case of death or disability) and shall not be paid in lump sum. In the event of such unplanned separations from service, an employee will receive compensatory time paid as a lump sum, but that lump sum will not be included in the employee's final average compensation for the purposes of computation of retirement benefits.

SECTION 4. Call-Back and Call-In Pay. If an officer is called in to work or is called back to work at a time other than the officer's posted duty shift, the officer shall be paid for such call-back and/or call-in time at the rate of time and one-half the regular hourly pay rate, with a minimum of two (2) hours payment at the overtime rate, unless such time worked shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked.

A. SHIFT STAFFING – if it is determined that overtime is necessary for shift staffing the following guidelines shall apply:

1. Employees assigned to that particular shift and precinct will be given priority to the overtime based on departmental seniority. If none accept or can be contacted for this call back, the next most senior officer departmentally within the precinct shall be contacted. This shall continue until the slot is filled. If precinct shift overtime is not accepted within the precinct, departmental seniority takes effect with remaining PO I's. This provision is not grievable. Remedy for violations to this provision is to provide affected employee the next overtime opportunity. Employees covered by article 24 will not be eligible for this overtime, except as a last resort.

SECTION 5. Scheduling. Overtime and call-back time shall be authorized by management. A regularly scheduled shift shall be posted once every 28 days to determine the normal work day for every member of the bargaining unit. Said schedule shall be posted five (5) days prior to its effective date.

The five (5) days shall be calculated on the basis that the new schedule will not be implemented until 120 hours from midnight of the date the notice of the new schedule is given by the Employer. If this notice is not given to the employee, the employee shall receive overtime pay for the time worked during the five (5) day period.

If an employee is scheduled to attend training and the training is canceled for any reason there will be no overtime paid to the employee as a result of the schedule change (Article 12, Section 2). The employee has the following options because of the schedule change:

- A) Use accumulated benefit leave time (excluding sick time) for the same number of hours the employee would have attended the training session.
- B) Return to work the hours, in their normal job capacity, to which they are regularly assigned during the rest of the schedule.
- C) Work the hours in their normal job capacity during which the training would have taken place.

If the department wishes to fill an unexpected training vacancy after a 28 day schedule has been posted, the department will contact a Lodge representative with the name of the employee with whom the department wishes to fill the vacancy. The Lodge representative will then contact the employee and ask the employee if they wish to attend the training. If the employee wishes to attend the training, the Lodge representative will indicate to the department that a schedule change is authorized. No overtime shall be granted to an employee who attends training under these circumstances.

Any other changes in schedule pertaining to training, will follow the same guidelines as described above.

SECTION 6. Pyramiding. Payments for overtime, court time, call-back time, and shift premium shall not be duplicated for the same hours worked as heretofore provided.

SECTION 7. Court Time. If an officer is subpoenaed into court or has to go to court in order to validate a complaint/warrant, the officer shall be paid (if off-duty) at the rate of time and one-half of the officer's hourly rate of pay, with a minimum of two (2) hours payment at the overtime rate, unless such time shall extend past two (2) hours, and/or such time worked shall extend beyond the officer's regularly scheduled shift, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep any statutory mileage fee for court appearances (which fee shall not be made a part of any overtime compensation under this Agreement) but the officer shall turn back to the department any statutory witness fee.

If an off-duty officer is required to appear at a job related hearing located outside of Ingham, Eaton and Clinton counties, and within the State of Michigan, the officer's travel time to and from said hearing shall be included in computing the hours worked by the officer (subject to the rate of compensation provided for in the preceding paragraph) at the rate of one (1) hour for each fifty (50) miles of travel (pro-rated), total distance to be measured from Lansing to the City in which the court is located, using the distance chart on the official highway map of the State of Michigan.

Time and one-half the officer's rate of pay shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's office, Probate Court appearances, License Appeal hearings, and Liquor Control Commission hearings) which occur beyond an officer's normal duty shift, with a minimum of two (2) hours payment at overtime pay rates, unless such time worked shall extend past two (2) hours, and/or such time worked shall extend beyond the officer's regularly scheduled shift, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep (and any such sum so retained shall not be included in the officer's overtime compensation paid hereunder) any mileage allowance the officer receives in connection with these types of proceedings but the officer shall turn back to the department any statutory witness fee.

SECTION 8. Jury Duty. Employees required by law to serve as jurors shall, upon satisfactory proof to the City of such service rendered, receive the difference between the jury pay and the employee's regular straight-time hourly rate for time lost from scheduled hours of work to a maximum of eight hours per day and forty hours per week for the number of days actually served on jury duty.

It shall be a condition of the foregoing that an employee report for work whenever he/she is excused from jury duty during the employee's normal work hours unless the balance of the shift is two (2) hours or less.

Employees called for jury duty working shifts that commence at 8:00 p.m. the previous evening or after shall receive a minimum of six (6) hours off without loss of pay in addition to the reporting time for jury duty.

SECTION 9. Injury Leave Status.

When an employee is on an injury leave status from employment, the employee shall automatically be deemed working a day assignment, working daily assigned hours 8:00 a.m. to 5:00 p.m., Monday through Friday, retaining scheduled leave days until the start of the first full work week after the injury status has begun, unless otherwise mutually agreed to as indicated below. After the start of the first full week after the employee has begun the injury leave status, the employee shall continue working a day assignment, working daily assigned hours of 8:00 a.m. to 5:00 p.m., Monday through Friday; however, Saturday and Sunday shall become the employee's leave days. During the day assignments as set forth in the two preceding sentences, the employee shall be paid at the overtime rates set forth in the contract, for court time outside of the daily assigned hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Alternatively, the department and the employee may mutually agree to a work schedule other than a day assignment taking into consideration the operational needs of the department, the needs and preferences of the employee and any financial impact.

At the termination of the injury leave status, the employee shall automatically return to the previously assigned shift unless shift selections have subsequently been made, in which case such employee shall report to the Platoon shift that is then in effect for that employee. If during the work week in which the termination of injury leave status occurs, the employee has received two leave days, the employee shall not take any additional leave days. If during the work week in which the termination of injury leave status occurs, the employee has not already received two leave days, the employee shall take the previously scheduled leave days.

SECTION 10. Medical Treatment. Time spent by an officer in obtaining duty-injury medical treatment or therapy during off-duty hours shall be compensated at a rate of one and a half (1 ½) times the regular hourly rate if such medical treatment is so scheduled by the City or its contractual medical facility. Officers shall not be compensated while pursuing such medical treatment or therapy during off duty hours if the treatment was scheduled by the employee.

SECTION 11. Shift Premium. The hourly rate of any employee regularly assigned to the afternoon, night or special shifts shall be paid a premium of one dollar and no cents (\$1.00) per hour for each hour worked during the regularly assigned shift. Shift premiums shall not be pyramided with any other applicable wage improvement.

For purposes of this section, the term afternoon shift shall include any shift which begins between 1:00 p.m. and 5:59 p.m. The term night shift shall include any shift which begins between 10:00 p.m. and 2:59 a.m. The term special shift shall include any shift which begins between 6:00 p.m. and 9:59 p.m.

SECTION 12. Mutual Aid. Whenever Lansing police officers perform duties outside of the Lansing city limits, pursuant to a mutual aid agreement entered into with another jurisdiction, the employees shall be compensated at the rate otherwise applicable under this Agreement for service performed as a Lansing police officer inside the Lansing city limits. Further, all employees performing duties pursuant to a mutual aid agreement shall be eligible for all benefits provided by this Agreement (including insurances and disability benefits), and shall be treated by the City of Lansing in all respects as if the service is rendered to the City and subject to the conditions of employment established in this collective bargaining agreement.

SECTION 13. Time off Between Shift Assignments. An employee who so requests shall be off duty a minimum of eight (8) hours between the employee's scheduled work shift (excluding emergency and overtime situations) and a scheduled training assignment.

SECTION 14. Trainer Compensation. Any police officer of the bargaining unit assigned to train and who completes written evaluations/reports, as determined by the chief or his/her designee, on a new recruit that is enrolled in or subject to training in the field training officer program shall receive compensation equal to one (1) hour of pay at the rate of one and one-half (1-1/2) the officer's regular hourly rate of pay for each shift which a recruit is assigned to the officer.

ARTICLE 13

HOLIDAYS

SECTION 1. Employees shall receive one day off with pay for each authorized holiday as listed below. The holidays are:

New Years Day
Martin Luther King Day
President's Day (New Effective 7/1/05)
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday After Thanksgiving
Day Before Christmas
Christmas Day

SECTION 2. The City retains the right to schedule employees to work on a holiday or alternatively to dismiss them with pay, as is the usual practice with other City employees. Any employee who would normally work on the holiday but for the holiday, and who is dismissed

because of the holiday shall not have the day charged as a "Leave Day," nor will he or she be required to make up the work time at a different time.

SECTION 3.

A. Uniformed officers normally are scheduled to work irrespective of holidays. If an officer is scheduled to work and does work on a holiday, the officer shall receive regular pay, plus an additional half-time, plus an additional eight (8) hour day off. This additional day off earned for working on a holiday must be taken off at a time mutually convenient to both the employee and the City and within ninety (90) days of the time it was earned with the exception of three (3) days which can be banked to be used at a later date. (This is the equivalent of time and one-half plus an additional eight (8) hour day off, or a total of two and one-half times pay.)

B. If an employee does not work on a holiday because the holiday falls on a Leave Day, the employee shall receive an additional eight (8) hour day off at a time mutually convenient to both the employee and the Employer.

SECTION 4. Employees Who Normally Work Monday Through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be observed as the holiday, excepting that, whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling. Employees assigned to work plainclothes assignments who are called back to work on a holiday shall be paid two and one half (2-1/2) times their regular rate with a minimum of three (3) hours payment. (This is equivalent to the eight (8) hours of holiday pay plus one and one-half (1 1/2) times pay for the first eight (8) hours worked on a holiday and two and one-half (2 1/2) times pay for each hour worked on a holiday, thereafter.)

Employees Who Normally Are Scheduled to Work Any of Seven Days in the Week. Holidays which fall on Saturday shall be recognized and celebrated on Saturday. Holidays which fall on Sunday shall be recognized and celebrated on Sunday.

ARTICLE 14

LONGEVITY BONUS

Following completion of five (5) years of continuous, full-time service by October 1st of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive annual longevity bonus as follows:

<u>Service</u>	<u>Annual Bonus</u>
5, or more, and less than 10 years	2% of annual earnings
10, or more, and less than 15 years	4% of annual earnings
15, or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid a pro-rated longevity bonus based on the number of calendar months of full-time service credited to an employee from the preceding October 1st to the date of his/her retirement.

An employee's longevity bonus shall be computed as a percentage of the employee's regular annual base salary which is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, exclusive of overtime pay, or any other premium pay. No longevity bonus shall be paid for that portion of an employee's annual earnings which is in excess of \$20,000.

ARTICLE 15

GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

SECTION 1. Medical Insurance for Active Employees. Effective September 20, 1999, The City will make available, as the base plan for all active employees: Blue Cross/Blue Shield Community Blue PPO Plan 1 with the \$500.00 wellness plan and \$5.00 preferred RX co-pay. Traditional Blue Cross/Blue/Shield Health Plan and Plan D are no longer be available as options to active employees. Effective August 20, 2001, the preferred RX co-pay shall increase to \$5.00 generic/\$10.00 brand, and shall include an unlimited wellness plan.

Effective July 1, 2006: Prescriptions under the base plan (Blue Cross/Blue Shield Community Blue PPO) shall be modified to include the Blue Cross/Blue Shield rider Preferred RX Mandatory Mac Program (BC/BS Rider PRX-MM).

SECTION 2. Optional Coverage. The City will provide as an option, coverage under the terms and conditions and schedule of benefits of any one of the following plans (prescription drug co-pays for optional coverages will be the same as the prescription drug co-pays for the base plan):

A. Blue Care Network, BCN5 Plan, a closed panel group practice Health Maintenance Organization with the following Riders: Prescription Drug Program, \$5.00 Generic/\$10.00 Brand Name Prescription Co-Pay; and Office visits with a \$10.00 Co-Pay. A description of Blue Care Network is available through the Personnel Department.

Effective July 1, 2006: Prescriptions under Blue Cross/Blue Shield Blue Care Network shall be modified to include the Blue Cross/Blue Shield rider Preferred RX Mandatory Mac Program

(BC/BS Rider PRX-MM) where and if available. In the event this rider becomes available, the city will provide notification and forward the rider document to the lodge at least ninety (90) days prior to implementation.

B. Physicians Health Plan, an open panel group practice Health Maintenance Organization. A description of Physicians Health Plan is available through the Personnel Department.

Effective July 1, 2006: Prescriptions under Physicians Health Plan shall be modified to include a rider similar to the Blue Cross/Blue Shield rider Preferred RX Mandatory Mac Program (BC/BS Rider PRX-MM) where and if available. In the event this rider becomes available, the city will provide notification and forward the rider document to the lodge at least ninety (90) days prior to implementation.

C. The City shall request that coverage and co-pays associated with optional health care plans become more cost effective in comparison with the base plan. In no event shall the co-pays for office visits be increased higher than \$10.00 per office visit.

SECTION 3. Partial Payments by Employees. In the event an employee chooses one of the optional coverages listed in Section 2 of this Article, the City shall pay no more than the amount paid by the City for the base medical insurance plan described in Section 1 of this Article. Any differences in monthly premiums will be paid by the employee through monthly payroll deduction.

The City's commitment to pay the foregoing premium amount shall be its sole obligation.

SECTION 4. An Employees shall become covered by insurance or a health maintenance organization effective on the 1st day of the month following the month of the employee's hire date, through his/her 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, other preferred provider organization or a health maintenance organization as a participant. Such forms, and information as to the plans, shall be available at the City's Personnel Office. The City reserves the right to substitute another carrier for any of the above coverages, however, the fundamental provisions of the present coverage will not be changed.

The City agrees to pay 100% of the premium for single, double, or full family 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 1st day of the month following the month of the employee's hire date. In the event the employee does not successfully complete the first year of his/her probationary period (as referenced in Article 6), or terminates employment with the City of Lansing for any reason whatsoever during the first year of his/her probationary period, said employee shall be required to reimburse the City for up to the first six (6) 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.

SECTION 5. Opt-Out.

A. At the time of open enrollment for health care selection the City will allow up to thirty (30) members of the bargaining unit who are currently enrolled in a City medical insurance plan or who received a payment under this section in the current year to opt-out of the City's Health Care Plan, provided each employee provides proof of coverage from another source other than a City provided medical insurance plan, exclusive of coverage provided through a City plan available to a spouse who is a current or retired City employee. Re-enrollment of an employee into an available plan, at a time other than the regular enrollment period, shall only be allowed upon loss of alternate coverage and shall be at the earliest date permitted by the vendor (i.e., The employee shall not have to wait until open enrollment).

B. Payment. Any employee who opts out of the city's health care plan will be eligible to receive \$1,500.00 in any year in which they have opted out under this section. Effective upon ratification of the 2001 agreement, when 1-19 bargaining unit employees elect to opt out of the City's health care plan, they will be eligible to receive \$1,500 in any year in which they receive coverage from another source. When twenty (20) or more bargaining unit employees elect to opt out of the City's health care plan, they will be eligible to receive \$2,500 in any year in which they receive coverage from another source. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation. In addition such payments shall be made twice a year, by separate check, following the period of time during which the employee had alternate coverage from another source other than a City provided medical insurance plan, exclusive of coverage provided through a City plan available to a spouse who is a current or retired City employee.

A special open enrollment, for opt out purposes only, shall be offered before September 1, 2001.

C. Procedures. The parties will meet and mutually agree to a written procedure for implementation of the terms of the opt-out program.

SECTION 6. Medical and Dependent Care Reimbursement Account. The City shall implement by January 1995, an IRS approved plan, which allows employees to pay for medical insurance premiums, unreimbursed medical expenses, and dependent care costs with pretax dollars. The City and Lodge will mutually agree on a third party administrator if a fee is assessed to employees for these services. All costs for such services, if charged by the third party administrator, shall be borne by the participants in such a plan, as established at the beginning of the plan year.

SECTION 7. Vision Insurance.

1. Vision Insurance - Active Employees

Effective July 20, 2002

All active employees shall be covered by the Blue Cross/Blue Shield A-80 Vision Plan. This vision insurance is not dependent upon which health care coverage an employee chooses, and continues even if an employee chooses to opt-out of health care coverage.

Effective July 20, 2004

All active employees shall be covered by the Blue Cross/Blue Shield A-80 FLVS Vision Plan, which shall replace the A-80 Vision Plan above. This vision insurance (A-80 FLVS) is not dependent upon which health care coverage an employee chooses, and continues even if an employee chooses to opt out of health care coverage.

2. Vision Insurance - Retirees

Effective July 20, 2002

Employees who retire on or after July 20, 2002 shall be covered by the Blue Cross/Blue Shield A-80 Vision Plan. This vision insurance is not dependent upon which health care coverage an employee chooses.

Effective July 20, 2004

Employees who retire on or after July 20, 2004 shall be covered by the Blue Cross/Blue Shield A-80 FLVS Vision Plan, which shall replace the A-80 Vision Plan above. This vision insurance (A-80 FLVS) is not dependent upon which health care coverage an employee chooses.

Employees who retire before the above stated effective date of retiree vision insurance coverage shall not be eligible for any retiree vision insurance coverage that becomes effective after the employee's retirement.

For purposes of the above paragraphs in this subsection, a member is deemed "retired" if they meet the requirements of Article 21, Voluntary Retirement, of this Agreement.

SECTION 8 Retirees. The City will provide to retired members of the bargaining unit with fifteen (15) years of credited service, and to members of the bargaining unit on a duty disability retirement, the group hospital and medical-surgical insurance coverage provided to

active bargaining unit members or coverage with benefits equivalent to those provided to the employee at the time of retirement. It is understood that the group hospital and medical-surgical insurance benefits provided to a retiree should not be reduced below the level of benefits provided to the employee at the time of his/her retirement.

The existing Traditional Blue Cross/Blue Shield Health Plan will remain the base plan for retirees after 7/1/98, but Blue Cross/Blue Shield Plan D will no longer be available as an option to retirees. Blue Cross/Blue Shield Community Blue PPO will also be an option for retirees. Effective September 20, 1999, The City will make available through a special open enrollment, Blue Cross/Blue Shield Community Blue PPO Plan 1 with the unlimited wellness plan and \$5.00 Generic and \$10.00 Brand Name preferred RX co-pay and a \$10.00 office visit co-pay shall become the base health care plan for all active employees. Traditional Blue Cross/Blue/Shield Health Plan and Plan D will no longer be available as options to active employees.

ARTICLE 15 (A)

DENTAL INSURANCE

SECTION 1. The Employer shall pay the full premium costs of Delta Dental Plan C coverage for each employee. Plan C provides 50% of treatment costs on Class I and Class II Benefits, with an \$800.00 maximum per person per contract year. Effective July 1, 2003, the eight hundred dollar (\$800) maximum shall increase to twelve hundred dollars (\$1,200) per person per contract year. Coverage under the plan is afforded to the subscriber (employee) and dependents.

Class I Benefits include: Basic Services, Preventive Services, Restorative Services, Oral Surgery Services, Endodontic Services, and Periodontic Services.

Class II Benefits include: Prosthodontic Services.

Additionally, employees and their dependents will receive orthodontic coverage which provides 50% of treatment costs, with a \$1,000.00 lifetime maximum per person. Effective July 1, 2003, the lifetime maximum for orthodontic coverage shall increase to three thousand dollars (\$3,000) per person.

Alternative dental coverage through Midwestern Dental will be offered to employees in the first regular open enrollment following ratification of the 2001 agreement.

SECTION 2. Retirees. Employees who retire with fifteen (15) or more years of service and employees on duty disability retirement shall be covered by the same dental insurance plan as active bargaining unit members.

ARTICLE 16

GROUP LIFE INSURANCE

SECTION 1. The life insurance principal sum for employees shall not be less than fifty thousand (\$50,000.00) dollars. Accidental death and dismemberment insurance principal sum shall not be less than fifty thousand (\$50,000.00) dollars

The amount of life insurance in force for employees shall be reduced and limited to not less than fifteen hundred dollars (\$1,500) on the date an employee retires; however, all the cost of this policy shall be borne by the retiree.

Employees who retire on or after July 1, 1982 shall be covered by a life insurance policy in the sum of three thousand dollars (\$3,000), all the cost of this policy shall be borne by the City.

The coverage to be made available for employee's spouse and child or children shall not be less than:

Spouse	\$3,000.00
Dependent Child, age:	
14 days to 6 months	1,500.00
6 months to age 19 (or age 23 if single and attending school full time)	3,000.00

The premium costs, including any increase, will be paid by the employee.

ARTICLE 17

SICK LEAVE

SECTION 1. Sick Leave With Pay. During the period of absence from work due to illness, injury, or pregnancy, an employee will be paid from sick leave credit hereinafter provided for. Sick leave may also be charged in case of serious illness in the employee's immediate family which in the opinion of the attending physician, requires the presence of the employee. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home.

An employee who expects to be off work on sick leave must notify the Police Chief, or designated representative as promptly as is practicable under the circumstances, but in any event, prior to the start of any scheduled shift. Failure to do so shall result in denial of claim against paid sick leave.

A physician's certificate may be required by the Police Chief or designated representative before the employee returns to duty. Where a physician's certificate has been requested and an employee is examined by the City's physician, the cost of the requested exam will be borne by the City. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid time off, and it shall then be submitted to the City's Personnel Services Department on the date of an employee's return from any absence chargeable to that employee's sick leave. Falsification of any sick leave affidavit may be cause for discharge.

SECTION 2. Sick Leave Credit. Sick leave credit will not be allowed in advance of being earned or in anticipation of future credits. If an employee does not have sufficient sick leave credits, payroll deductions for the time lost shall be made for the pay period in which such absence occurred.

SECTION 3. Sick Leave Recording. Sick leave credit shall be recorded to the nearest half day.

SECTION 4. Time Off, With Pay Credit. Employees covered hereby shall receive twelve (12) days of sick leave each year, which may be used as set forth in this Article. Employees shall be credited with one (1) day of sick leave upon completion of each calendar month.

SECTION 5. Accrued Sick Leave. An employee or designated beneficiary will be paid for one-half (½) of the employee's unused accrued sick leave at the date of the employee's retirement or death, not exceeding eighty-five (85) days 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 when he/she leaves.

SECTION 6. Sick Leave Bank. The City shall establish a bargaining unit sick leave bank to be used by non-supervisory employees who have exhausted their own sick leave bank and all other accrued time which the employee could access, in the following manner. Upon retirement, any member of the non-supervisory bargaining unit may 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's 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. Deductions of sick leave credit under this section shall not affect benefits conferred by Article 17, Section 8.

The following criteria shall apply to the sick leave bank:

The total accumulation of time in the sick leave bank shall be limited to a maximum of 2,000 hours.

A member may apply to use sick bank time after all accumulated time available to the member has been exhausted (for example, accumulated sick leave, accumulated vacation time, accumulated compensatory time, etc.).

The member must be on sick leave.

The member shall make a written application for use of the sick bank time to the City and to the Fraternal Order of Police, Capitol City Lodge No. 141 ("FOP").

The City will review the application to make a determination in the City's sole discretion as to whether or not the reason for the request constitutes a serious illness or injury. Such determination will be made based upon the application by the member and any medical evidence provided by the member or available to the City.

The City will then forward its recommendation to the FOP for a determination that the illness or injury is catastrophic. This determination will be made at the sole discretion of the FOP.

The Board of Directors of the FOP or the Executive Committee of the FOP will need to make a final determination in its sole discretion as to the approval or disapproval of the request.

In making this determination the FOP will be guided by, but not limited to the following:

- A catastrophe is defined as a momentous tragic event ranging from extreme misfortune to utter overthrow or ruin.
- Further, that catastrophic injury or illness usually occurs suddenly and without warning.
- Injuries that are considered catastrophic, due to the enormous impact they have on the lives of individuals who experience them, include the following: brain injury, spinal cord injury, accidental amputation, severe burns, multiple fractures, or other neurological disorders.
- A catastrophic injury or illness very often causes severe disruption to the central nervous system, which in turn affects many other systems of the body.
- In addition to possible loss of movement, sensation, and communicative and cognitive abilities, the injury or illness may impact respiration, circulation, skin, the urinary system, the gastrointestinal system, and other body systems.
- Management of such injury or illness is complex and requires the expertise of a team of health professionals including physicians, consultants, nurses, therapists and counselors.

- Clearly, the long term needs of someone who has experienced this type of injury or illness far surpass those of individuals with less severe injuries.
- Individuals may recover from some catastrophic injuries if they receive proper, early medical treatment; however, others may experience permanent disability, significant suffering, a reduced life span or death.

The FOP will review the records and other documents provided by the City and the member.

It is the intent of the parties that the use of the sick bank time will be limited to those cases of illness and injury which are serious and catastrophic and in which the member has exhausted all time available to the member which would continue income.

The amount of sick leave bank time awarded shall be at the sole discretion of the FOP.

This is a non-grievable issue.

SECTION 7. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that the employee cannot perform his/her regular job, the City will make every reasonable effort to place the employee in a position within City employment that the employee is physically and mentally able to perform, subject to the City's legal or contractual obligations to other City employees.

SECTION 8. Sick Leave Reimbursement. Officers who have accumulated sixty (60) days of sick leave shall have the option at the end of the calendar year to receive reimbursement for the first four (4) unused sick days accrued that year. If the officer did not use a sick day during that year, he/she may be reimbursed for up to four (4) days. If an employee uses one (1) sick leave day, he/she shall be eligible for three (3) days reimbursement. If an employee uses two (2) sick leave days, he/she shall be eligible for two (2) days reimbursement. If an employee uses three (3) sick leave days, he/she shall be eligible for one (1) day reimbursement. The request for sick leave reimbursement shall be made by the employee not later than January 15 each year. The City shall make such payment by March 1 each year by separate check.

SECTION 9. Return from Duty Disability Retirement. When an employee on a duty disability retirement, received a sick leave pay-off at the time duty disability retirement benefits became effective and subsequently returns to such employee's previous employment position on a full-time basis, the employee will again be entitled to accumulate one (1) sick day per month. If the employee again retires or dies, accumulated sick leave shall be compensated for in accordance with the terms of the agreement that is in effect at the date of the retirement or death minus the number of accumulated sick leave days that the employee previously received payment for, when the employee went on the duty disability retirement. However, if desired, such an employee may re-establish the amount of accumulated sick leave that the employee received compensation for at the time of duty disability retirement by reimbursing the City for each such

sick leave day at the rate in effect at the date of return. The decision to re-establish accumulated sick leave must be made within thirty (30) days after the employee returns to full time employment and the reimbursement must be made in a single lump sum payment within six (6) months after the employee returns to full time employment.

ARTICLE 18

LEAVES OF ABSENCE

SECTION 1. Forms. All leaves of absence for employees covered hereby, shall be approved by the Police Chief.

SECTION 2. Military Leave. Employees who are inducted into the armed forces of the United States of America under the Selective Service Act of 1940, as amended, shall be entitled to a Military Leave of Absence without pay for the period of service required by such original period of induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing all requirements are adhered to according to the Charter of the City of Lansing, Michigan.

SECTION 3. Military Reserve Leave. Employees who are members with active status of an armed forces reserve unit shall at their request be granted a Military Reserve Leave of Absence, with pay, (exclusive of overtime or premium pay) for such time as is required to engage in an annual reserve training program, but not to exceed fourteen (14) calendar days [ten (10) work days, four (4) leave days] per year. Any such leave in excess of fourteen (14) calendar days, as defined above, per calendar year shall be charged against an employee's vacation leave. Requests to the Police Chief for Military Reserve Leave of Absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit or National Guard 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 or National Guard Unit must secure written permission from the Police Chief. Employees who join a military reserve unit or the National Guard after September 21, 1982 shall be paid the difference between the military pay and City pay while on duty, not to exceed one regular bi-weekly pay period, exclusive of overtime or premium pay, per year effective January 1, 1991.

SECTION 4. Personal Business Leave.

A. General. Unless otherwise mandated by the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V, Subchapter C. Part 825), employees may be granted a personal business leave of absence without pay in cases of exceptional need such as: settlement of an estate; serious illness or disability of an employee or member of the employee's family; pregnancy or maternity; and temporary termination of work which will not adversely affect the operations of the Police Department. All such personal business leaves of absence shall be

subject to whatever documentary evidence the Police Chief may require and shall be granted for periods not longer than 90 days unless extensions are approved at the discretion of the Police Chief. Retirement service credit will not accrue while on any unpaid personal leave of absence.

B. Non-Duty Disability Leave. Unless otherwise mandated by the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V, Subchapter C. Part 825), disability, restricted duty and/or absence from employment due to non-duty disability including pregnancy or childbirth (including complications arising therefrom), shall be subject to the following terms. A disabled employee, subject to the appropriate medical documentation, may request a leave of absence or restricted (light) duty within the Police Department, as applicable. Requests for leave under these circumstances may be granted if the temporary leave of absence from work will not adversely affect the operations of the Police Department, and for incremental periods not longer than ninety (90) days. Extensions of leave must be requested and will be subject to the same standards and prerequisites. No disability leave (including those due to pregnancy, childbirth, or related complications) shall be approved for periods exceeding one (1) year. Requests for restricted duty will be reviewed on a case by case basis, with the understanding that the department may reasonably determine the availability of restricted duty work and the employee's capability to perform available work.

C. Parental Leave. Unless otherwise mandated by the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V, Subchapter C. Part 825), employees who become parents through birth or adoption, subject to the appropriate documentation, may request a parental leave. Requests for such leave may be granted if the temporary termination of work will not adversely affect the operations of the Police Department, and for incremental periods not longer than ninety (90) days. Extensions of leave must be requested and will be subject to the same standards and prerequisites. In any event, parental leaves will not be approved for periods exceeding one (1) year, nor shall they be approved to continue beyond one (1) year from the date of the applicable child's birth or adoption. Where more than one (1) City employee is eligible to apply for the leave benefits described in this Article, and both are parents to the same child(ren) to be cared for during the requested leave, the employees are eligible to request parental leave during separate, not simultaneous, periods, subject to the overall one (1) year restrictions noted above.

D. Leave Benefits. Unless otherwise mandated by the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V, Subchapter C. Part 825), an employee on either non-duty disability leave or parental leave shall be carried on the City's health and dental insurance policies for the initial ninety (90) days of such leave. If the employee seeks to have such benefits continued beyond the initial ninety (90) day period, the employee will be responsible for the cost of such coverage and will comply with the City's procedure for paying for the continuation of these benefits, or risk that the benefits will be discontinued until the next open enrollment period. All other benefits will be applied consistent with City policies on unpaid leaves of absence.

E. Return From Leave. Unless otherwise mandated by the terms of the Family and Medical Leave Act of 1993 (29 CFR, Title 29, Chapter V, Subchapter C. Part 825), upon return from a personal leave of absence, including a non-duty disability leave or parental leave, an employee will be placed upon the shift where the department assesses the highest need exists for the remainder of a shift selection period. The employee may participate in the shift selection process for the shift period which begins on or after the date of the employee's return to work, consistent with the employee's seniority and the terms of this Agreement.

SECTION 5. Lodge Duties. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following functions:

A. Five (5) members for a total of one-hundred thirty six (136) hours every calendar year to attend any Lodge authorized functions at the discretion of the division president. Any leave taken under this provision shall be deducted from the total allotted to the non-supervisory division president in the following paragraph (b).

B. (1) The president of the Lansing non-supervisory division of Capitol City Lodge #141 shall receive paid time off to attend to Lodge affairs in the amount of five-hundred fifty-two (552) hours per year. In lieu of taking time off personally, the president of the Lansing non-supervisory division may designate the division's trustees to take the time off in any given week. The president of the Lansing non-supervisory division of Capitol City Lodge #141 may choose to work any shift, Monday through Friday or on weekends if mutually agreeable.

(2) The Lodge will reasonably attempt to notify the Chief of Police or designated representative in advance before taking time off as set forth in paragraphs (1) and (2) above. No more than two division members on the same shift shall take Lodge leave time at the same time unless authorized by the department. All requests for Lodge leave time must come through the division president.

SECTION 6. Special Union Leave.

A. Any member of the bargaining unit who is selected for or elected to a full time Lodge position shall, upon request, be granted a leave of absence without pay for a period not to exceed two (2) years without loss of seniority. This leave of absence shall be renewable.

B. Such employee shall be permitted to remain a member of the pension and group insurance plans by paying to the City an amount equal to both the employee's and the City's contributions thereto.

C. No more than one (1) member of the bargaining unit shall be permitted to leave under this Section at the same time.

ARTICLE 19

BEREAVEMENT TIME

Upon the death of any member of an officer's immediate family or the death of a member of a spouse's immediate family, the officer shall be granted absence with leave through the second day following the funeral, however, such time shall not exceed five (5) consecutive calendar days. The officer's immediate family shall consist of a spouse, children, father, mother, brother, sister, grandparents, grandparents-in-law, grandchildren. A spouse's immediate family shall consist of father, mother, brother and sister.

Upon the death of any member of an officer's or spouse's family not listed above, the officer shall be granted one day absent with leave. Additional time off may be granted for extenuating circumstances by the Chief of Police with the understanding that this time off would come from any accumulated personal leave day, compensatory time, vacation or holiday that the employee has available, not to include sick time. If an employee is not scheduled to work at the time of bereavement, a bereavement day can not be substituted.

ARTICLE 20

MISCELLANEOUS

SECTION 1. Addresses and Telephone Numbers of Employees. Each member of the bargaining unit shall keep the City advised of his/her mailing address and a telephone number he/she can be reached through.

Employees who change their mailing address and/or telephone number will advise the City of the change as soon as practical but under no circumstances later than fourteen (14) calendar days following the date they can no longer be reached through their previous mailing address or telephone number.

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 Department 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, 124 W. Michigan Avenue, 4th Floor City Hall, Lansing, Michigan 48933."

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 his/her failure to receive notice which arises from the employee not following the procedures above.

SECTION 2. Bulletin Boards. The City shall provide for bulletin boards of the Lodge in an area acceptable to the Police Chief. The bulletin boards will be for Lodge notices and information. These bulletin boards, or anything posted thereon, will not be disturbed by any 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.

Any Lodge authorized violations of this Section shall entitle the City to cancel immediately the provisions of this Section and remove the bulletin boards.

SECTION 3. Effect of this Agreement. This agreement supersedes any past practice otherwise not covered by this Agreement, and it supersedes any previous agreement, oral or written, between any of the parties hereto or between any of them and any employee(s) covered hereby.

SECTION 4. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and 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 5. Special Meetings.

A. A copy of each special order, general order, procedural directive, notation or training bulletin shall be furnished to the Lodge President. The Lodge President or in his/her absence the next assistant in line shall be given written notice in advance of any anticipated major change in working conditions, and a good faith conference shall be held thereon before it is placed in effect. If after the discussion the Lodge still believes the desired change or new rule, regulation, policy, procedure or past practice to be in violation of this Agreement, the Lodge shall have the right to submit said dispute to the grievance procedure contained in this Agreement.

B. 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.

C. 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 6. Productive Time. The Lodge agrees that working hours shall be productive hours and that there shall be no Lodge work or Lodge activity on City time and/or on the City's premises other than that specifically permitted by the express terms of this Agreement.

Except as may be provided elsewhere in this Agreement no other Lodge activity shall be conducted on City time.

SECTION 7. Effect of Invalidity of Provisions of This Agreement. If any provision of this Agreement be held invalid under existing or future State or Federal legislation, the remainder of this Agreement shall not be affected thereby.

SECTION 8. Uniforms. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function, and responsibility of the officer. The following items shall be issued to the officers at the Employer's expense:

Shoes and overshoes for all police officers and motorcycle boots for motorcycle patrol officers.

SECTION 9. Clothing. Everyone eligible for a clothing allowance (Metro, Special Operations, Detectives and Personnel Officers) shall receive a clothing allowance of two percent (2%) of their base wage to be included in their bi-weekly pay.

Effective the pay period beginning on or immediately following July 1, 2002, the clothing allowance for Detective IIBs shall increase from two percent (2%) to three percent (3%). Effective the pay period beginning on or immediately following July 1, 2003, the clothing

allowance for Detective IIBs shall increase to three and one-half percent (3.5%). Effective the pay period beginning on or immediately following July 1, 2004, the clothing allowance for Detective IIBs shall increase to four percent (4%).

SECTION 10. Legal Coverage. Whenever any 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, or engage or furnish the services of, an attorney to advise the officer 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 employment, the City will indemnify the officer 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 11. Uniform Maintenance. The City shall provide total cleaning and maintenance of all uniforms. The City shall also make available to plain clothes officers a cleaning service for those plain clothes worn in place of a uniform, limited to suits, sports jackets, slacks, ties, dress shirts, blouses, skirts and dresses. Use of this service shall be subject to review to ensure its reasonableness.

SECTION 12. Police Cruisers. All replacement police cruisers shall have power windows to be operated from the driver's position. All such cars shall be equipped with power door locks and a suitable protective screen. All replacement vehicles assigned or used by members of this bargaining unit shall be equipped with air conditioning.

The Lodge will be provided a copy of the specifications developed for all replacement cruisers, and may initiate a special conference, pursuant to Article 20, Section 22, to discuss them.

SECTION 13. Gun Allowance. A gun allowance of \$250.00 per year shall be given every sworn officer in the Lansing Police Department who is on the active payroll on July 1 of any year in which the allowance is paid.

SECTION 14. Safety. The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The City shall adopt policies and procedures and shall furnish protective devices and/or

equipment as are reasonably necessary to properly safeguard the health of the employee and protect them from injury.

SECTION 15. Parking. The City shall provide employees covered by this Agreement with one hundred (100) free, or total fees required for, parking spaces within three (3) city blocks of the Police Station. In the event a new Police Building (station) is built, the City shall provide free parking on the premises of any new building.

In the event the City adopts the concept of mini-stations (precinct), free parking shall be provided at each mini-station for the employees covered by this Agreement.

SECTION 16. 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, to the extent required by controlling State law including a final Appellate Court decision.

SECTION 17. Uniform Wear (Summer). The uniform of the day from June 1st to September 1st will be short-sleeve, open-collar shirts (no ties). If undergarments are exposed, they will be clean, white and neat, or subject to discipline.

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

Detectives and plainclothes officers may wear open-collar shirts at their discretion.

SECTION 18. Copies of Agreement. The City shall provide the Lodge with 220 copies of the current agreement, within sixty (60) days of the contract being signed by both parties.

SECTION 19. Educational Reimbursement. Full-time seniority employees will be reimbursed for tuition fees for approved college level course work, and Lansing Community College adult educational courses, if applicable, in accordance with the following provisions:

A. Class attendance and homework assignments must be completed on the employee's own time and not during work hours.

B. Employees must be full-time on active employment rolls at the beginning of the course, during the course, and at the completion of the course. (Probationary employees are excluded from applying and being reimbursed).

C. 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.

D. Seminars and workshops and other training sessions which do not provide credit are excluded.

E. Employees must satisfactorily meet academic requirements: "C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work.

F. Beginning July 1, 1994, reimbursement per employee is limited to five hundred dollars (\$500.00) 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 bill, etc.). Fees and payments for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded. Total reimbursement for F.O.P. Non-Supervisory employees is limited to five thousand (\$5,000.00) dollars for the fiscal year. If applications for reimbursement exceed this maximum amount, reimbursement shall be on a first come, first served basis, in accordance with the date on which the application was received by the Personnel Department.

SECTION 20. Special Conference. Special conferences apart from the grievance procedure, for matters considered important by either the Lodge/Division or the City will be arranged by mutual agreement between the Lodge/Division President/designee 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. Arrangement 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 members of the Lodge/Division attending such a special conference shall not lose time or pay for time so spent from his/her report station, including one-half (1/2) hour prior to and one-half (1/2) hour after the special conference is over.

SECTION 21. Employee Photographs. In circumstances where the department provides individual photographs of police officers to the media or other members of the public, under the terms of the Freedom of Information Act, or otherwise, the department shall notify the affected officer at the time of or as soon as possible after the photograph has been delivered.

SECTION 22. Police Officer Certification. The employer will directly pay, on behalf of employees of this bargaining unit, for license(s) and/or certifications(s) fees required by law or by any Federal, State, or local agency that are directly related to the employment duties of bargaining unit members. The employer will provide or pay for any mandatory training required by law or by any Federal, State, or local agency in order to maintain such license(s) and/or

certifications(s), provided such training is approved and authorized in advance by the Chief of Police or his/her designee. This provision does not apply to motor vehicle operator licenses.

ARTICLE 21

VOLUNTARY RETIREMENT.

Chapter 16 of the Charter of the City of Lansing (NOW CHAPTER 294 OF THE CODIFIED ORDINANCES OF THE CITY OF LANSING) is expressly incorporated herein and amended to provide as follows:

Effective July 1, 1976:

Any member of the bargaining unit who has been a member of the Lansing Police Department for a period of twenty-five (25) years of credited service and has attained the age of fifty (50) years or more may file a written application for retirement setting forth the date, not less than fifteen (15) days nor more than ninety (90) days subsequent to the filing thereof, he/she desires to be retired. Upon verification by the department that said employee has a total of twenty-five (25) years or more of credited service and has attained the age of fifty (50) years he/she shall be retired on the date specified.

Section 19(b) of Chapter 16 of the Charter of the City of Lansing is also amended to provide as follows:

(b) If a new police officer member retires prior to attainment of age fifty (50) the member's retirement allowance shall be reduced one-half (1/2) of one percent multiplied by the number of months and fraction of a month, contained in the period from the date retirement begins to the date the member would attain age fifty (50) years.

All other references to age fifty-five (55) and twenty-five (25) years of credited service shall be amended to conform with this change, namely, "age fifty (50) and twenty-five (25) years of service."

Effective July 1, 1981:

Section 19(a) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955 which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is amended to provide as follows:

(a) Upon a Fraternal Order of Police Non-Supervisory member's retirement as provided in this chapter the member shall receive a retirement allowance equal to the sum of 2.5 percent of the

member's final average compensation multiplied by the number of years, and fraction of a year, of credited service not to exceed 25 years, plus one percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of credited service which is in excess of 25 years; provided, that this subsection (a) shall be subject to subsection (b) of this section.

Effective July 1, 1982:

Section 33(b) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955 which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is amended to provide as follows:

(b) Effective for all pay periods ending on or after July 1, 1982, and through all pay periods ending before July 1, 1983, the contributions of a member of the retirement system shall be 4.5 percent of his or her compensation paid him or her by the City. Effective for all pay periods ending on or after July 1, 1983, the contributions of a member of the retirement system shall be 4 percent of his or her compensation paid him or her by the City. The Director of Finance or other officer responsible for making up the payroll shall cause the contribution to be deducted from the compensation of each member of each and every payroll, for each and every payroll period, from the date of the employee's entrance in the system to the date membership terminates.

Effective July 30, 1984:

Any member of the bargaining unit who has been a member of the Lansing Police Department for a period of twenty-five (25) years of credited service or more may file a written application for retirement setting forth the date, not less than fifteen (15) days nor more than ninety (90) days subsequent to the filing thereof, he/she desires to be retired. Upon verification by the department that said employee has a total of twenty-five (25) years or more of credited service he/she shall be retired on the date specified.

Section 19(b) shall no longer apply to members of the bargaining unit who have been members of the Lansing Police Department for a period of twenty-five (25) years of credited service or more.

Effective September 1, 1987:

Section 19(a) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955 which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is further amended to provide as follows:

(a) Upon a Fraternal Order of Police Non-Supervisory member's retirement as provided in this chapter, the member shall receive a retirement allowance equal to the sum of 2.75 percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of credited service not to exceed 25 years, plus one (1) percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of credited service which is in excess of 25 years; provided that this subsection (a) shall be subject to subsection (b) of this section.

Effective January 16, 1993

Section 24(b) of Chapter 16 of the 1955 Lansing City Charter will be considered to be amended to provide as follows:

(b) Upon attaining age 55 years (or at such earlier date as the member elects and would otherwise be eligible for a retirement allowance based on the eligibility provisions within this Article), he/she shall receive a retirement allowance computed according to Section 19 of this chapter. In computing his/her retirement allowance (1) his/her credited service shall be increased to include the period he/she was in receipt of a disability retirement allowance provided in subsection (A) of this section, and (2) his/her final average compensation shall be recomputed using the monthly rates of compensation as of the date he/she attains age 55 years (or makes the earlier election provided herein) for the rank or ranks held by him/her during the period used in computing his/her final average compensation at the time of his/her retirement. Any retirement allowance payable under this subsection shall be subject to section 29 of this chapter.

Effective July 1, 1994

Members of the bargaining unit, shall be eligible to receive retirement service credit for periods of time in the active armed (military) service of the United States, up to a maximum of two (2) years as if the employee had served the City during that period, provided: (1) the employee shall submit a written election to receive military service retirement credit for all or part of the period of military service; (2) the employee requesting military service credit shall pay the costs of the actuarial evaluation of the cost of adding such military service to his/her retirement service credit; (3) the employee shall be responsible for the entire cost of adding such military service to his/her retirement service credit, and shall be eligible to request an actuarial costing of his/her military service credit. The employee electing to exercise the right to receive military credit shall make such election in writing and make full payment for the cost of such

service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial services shall be performed by the actuary of the Police and Fire Retirement System of the City of Lansing, and costs determined by said actuary shall be considered final and binding upon the City, the Lodge and the affected employee.

EFFECTIVE JULY 1, 2005 : Time purchased under this provision is for the purpose of retirement only, and shall be actuarially costed as such. Time purchased under this provision shall not be considered for any other benefit, especially, but not limited to, qualifying for/receiving retiree healthcare (this additional time cannot be used for the vesting of retiree health care).

For purposes of this section, active military service shall be defined to include periods of voluntary or involuntary induction into the armed forces of the United States of America under the Selective Service Act of 1940, as amended; it shall also include the initial training period required to be a reserve member of the armed forces of the United States of America or the U.S. National Guard, but shall specifically exclude annual short term reserve training programs required of reservists or national guard members.

Effective upon approval by the Internal Revenue Service of employee contributions being made with pre-tax dollars

The City shall request from the Internal Revenue Service (IRS) an approval for employee contributions to the Police and Fire Retirement System to be made with pre-tax dollars. Upon a decision by IRS the following language will apply:

Section 19(a) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955, which in its entirety is expressly incorporated within the collective bargaining agreement between the parties, is further amended to provide as follows:

(c) Upon the Fraternal Order of Police Non-Supervisory member's retirement as provided in this chapter, the members shall receive a retirement allowance equal to the sum of 2.95 percent of the member's final average compensation multiplied by the number of years, and fraction of the year, of credited service not to exceed 25 years; provided that this Subsection (C) shall be subject to Subsection (B) of Section 14.

(d) Effective for all pay periods following the decision by the IRS regarding employee contributions being made with pre-tax dollars, the contributions of a member of the retirement system shall be no more than 6.0% of the compensation paid by the City. The Director of Finance or other officer responsible for making upon the payroll shall cause an applicable contribution to be deducted from the

compensation to each member on each payroll, from the date the required increase in contribution for the employee's continuation in the system commences and shall continue through the remainder of the employees' tenure.

(e) Any employee that retired after January 23, 1994 shall receive the increased benefit reflected in subsection (c) above, the month following the IRS decision as referenced in subsection (d) above. Should the IRS not approve the plan for employee contributions to be made with pre-tax dollars, the increased benefit will still become effective and the retirement improvement and the increased contribution shall begin in the pay period following the decision.

Effective for Eligible Members Who Retire
On or after December 1, 2001:

Upon a Fraternal Order of Police Non-Supervisory member's retirement as provided in this chapter, the member shall receive a retirement allowance equal to the sum of three and two-tenths percent (3.2%) of the member's final average compensation multiplied by the number of years, and fraction of the year, of credited service not to exceed 25 years. No pension shall exceed eighty percent (80%) of the member's final average compensation at the time of retirement.

Effective the First Pay Date on or after January 1, 2002:

Effective the first pay date on or after January 1, 2002, the contributions of a member to the retirement system shall be seven and fifteen hundredths percent (7.15%) of his or her compensation paid by the City.

Effective the First Pay Date on or after July 1, 2002:

Effective the first pay date on or after July 1, 2002, the contributions of a member to the retirement system shall be eight and eight and one-half percent (8.50%) of his or her compensation paid by the City.

Retirement Options

A. A member within thirty (30) days prior to retirement may select one of the following four survivor election options by making election on a form provided by the City: Effective one hundred eighty (180) days after ratification, at any time prior to retirement, a member may select one of the following four survivor election options by making election on a form provided by the city.

1. Option 1: Under this option, the member at retirement receives the full retirement allowance, and upon the member's death, the member's spouse shall receive 50% of the member's full retirement allowance until the member's spouse's death.
 2. Option 2: Under this option, the member at retirement receives 93% of the full retirement allowance, and upon the member's death, the member's spouse shall receive 75% of the member's full retirement allowance until the member's spouse's death.
 3. Option 3: Under this option, the member at retirement receives 86% of the full retirement allowance, and upon the member's death, the member's spouse shall receive 86% of the member's full retirement allowance until the member's spouse's death.
 4. Option 4: Non-spousal Beneficiary. A member may select a reduced pension naming a parent, brother, sister, child or grandchild as beneficiary. The reduced pension shall be actuarially determined based on the age of the employee and the beneficiary at the time of retirement, and shall not be actuarially more costly than option 1. Under this option, the member must have spousal agreement prior to selection. Regardless of the indicated beneficiary, retiree health care shall be passed on only to the member's spouse at the time of retirement.
- B. "Full retirement allowance," as used herein, shall mean the full regular payment to which a member is entitled under Section 19 of Chapter 16 of the 1955 Charter of the City of Lansing, except as otherwise amended or superseded by agreement of the Lansing Fraternal Order of Police Non-Supervisory Division and the City of Lansing.

Post-Retirement Benefit Adjustments

Periodic adjustments will be made to the retiree's pension benefits in accordance with Ordinance 927, January 22, 1996.

The following modifications to Article 21, Voluntary Retirement shall become effective for employees who retire on or after July 1, 2005:

Disability Retirement:

Employees who receive a duty disability retirement on or after July 1, 2005: must convert from a duty disability retirement to a regular full retirement immediately upon the date the employee reaches their eligibility for regular full retirement.

Universal Purchase of Service Credit:

Members of the Police & Fire Retirement System shall be eligible to purchase up to three (3) years of service credit for retirement provided: 1.) The employee shall submit a written request to purchase time to the City Finance Director and the police & fire retirement board. 2.) The employee requesting to purchase service credits shall pay the costs of the actuarial evaluation of the cost of adding such universal time to his/her retirement service credit. The employee electing to exercise the right to purchase service credit shall make such election in writing and make full payment for the cost of such service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial services shall be performed by the actuary of the Police and Fire Retirement System of the City of Lansing, and costs determined by said actuary shall be considered final and binding upon the City and the employee. 3.) Retirement medical benefits shall not be provided during purchased service credit time. The purchase of service credit shall not accelerate the member's eligibility for retiree health care. Members will be eligible for retiree health care benefits after vesting at the member's true twenty-fifth (25th) anniversary date or age fifty-five (55). The purchase of time under this provision does not count toward the vesting of retiree health care.

Death in the Line of Duty Benefit to Survivors:

If a member dies in the line of duty as determined by the Police and Fire Retirement Board, the following benefits shall apply:

- A. Accumulated Contributions - upon the death of a member in the line of duty, his/her accumulated contributions to the Police and Fire Retirement System shall be paid to such person as he/she shall have nominated by written designation. If there is no such person having been designated, the accumulated contributions shall be paid to his/her legal representative.
- B. Surviving Spouse Retirement Allowance - the surviving spouse will receive the highest retirement allowance of either (1.) 80% of the member's final average compensation or (2.) 80% of the top paid base salary for the rank held at the time of the member's death. The surviving spouse's benefit will not decrease and is subject to *all applicable pension calculation* increases with no reductions for surviving spousal benefits. There will be no reduction in benefit if the surviving spouse remarries.
- C. Non-Spousal Benefit to Surviving Children - in the event there is no surviving spouse and the deceased member leaves an unmarried dependant child or children under the age of twenty-one (21), *the children shall share* a retirement allowance of either (1.) 80% of the member's final average compensation or (2.) 80% of the top paid base salary for the rank held at the time of the member's death. Such benefit will continue until the child's twenty-first (21st) birthday, at which time the benefit will terminate. Any remaining dependant children will equally divide the remaining retirement allowance until *the final* dependant child reaches the age of twenty-one (21).

- D. If the deceased member does not leave a surviving spouse or children eligible to receive a retirement allowance, there shall be paid to a dependant father or dependant mother, to have been dependant upon the member for at least fifty percent (50%) of their financial support *and had been claimed as a dependant on the deceased member's most recent federal tax return*, a retirement allowance of either (1.) 80% of the member's final average compensation or (2.) 80% of the top paid base salary for the rank held at the time of the member's death. Upon the death of the dependant parent the retirement allowance will terminate.

Final Average Compensation - Calculation of Benefit

For all members who retire on or after July 1, 2005

A member's annual sick leave reimbursement (buy-back) to be included in the Final Average Compensation (FAC).

Effective for all members who retire on or after July 1, 2005

A member's Final Average Compensation calculation shall be based on the following: base salary, overtime, clothing allowance, gun allowance, longevity, retroactive pay (pro-rated by effective date), shift premium, sick leave reimbursement (buy-back).

ARTICLE 22

GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is a claimed violation of this Agreement. Any grievance filed shall refer to the 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 1, within ten (10) days after the discipline became grievable. All other grievances shall be filed and processed as provided for below.

An employee at any time within ten (10) days of the contested event or occurrence 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 provided that the employee's representative has been given an opportunity to be present at such adjustment. If the issue remains unresolved for a period of ten (10) days after it is presented, 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 of the rules for grievance processing of Section 3 of this Article.

Step 1. A representative, no later than ten (10) days following the employer's response to the employee contact or the contested event or circumstance if no employee contact occurs, shall present the written grievance to the Police Chief or his/her designated representative, who will forward a copy to the Labor Relations Administrator or his/her designated representative. One or the other of these parties shall within twenty (20) days write their answer on the form and return it to the Lodge representative.

STEP 2. Either party may initiate a special conference to discuss a grievance following Step 1 pursuant to Article 20, Section 20.

Such conference shall be scheduled prior to the expiration of the forty-five (45) day period referred to in Step 3, and shall not delay the arbitration hearing, if sought.

Step 3. A grievance involving a written reprimand shall be exempt from Step 3, arbitration. Instead, a grievance involving a written reprimand may be submitted to binding mediation. The parties shall mutually agree upon a mediator. The mediator's decision shall be binding on the City, the Lodge, and any employee covered by this agreement. The mediator shall render his/her decision according to the same criteria listed below for an arbitrator.

Unresolved grievances, other than those involving a written reprimand, may be submitted to arbitration by the Lodge. Grievances appealed to arbitration shall be appealed within forty-five (45) calendar days of the date of the receipt of the answer in Step 1, otherwise they shall not be eligible for further appeal to arbitration. Arbitration may be invoked by the Lodge by filing a written demand for arbitration with the Federal Mediation and Conciliation Service and the City. The arbitrator will be selected within sixty (60) days of the date the arbitration is demanded unless it is mutually agreed to extend the deadline. The parties will attempt to schedule arbitration within one hundred twenty (120) days of the selection of an arbitrator. At the hearing, the parties may present arguments and proofs pertaining to the statement of the question, as well as 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 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 employees and/or Lodge representative shall suffer no loss of pay for reasonable time spent in conferring about, preparing, and presenting the grievance or grievances (excluding outside conferences, such as with legal counsel) at Steps 1 and 2 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 had been 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 or employee representative 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 by the City within the time limits provided shall be automatically granted.

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 this Agreement; and 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 23

OTHER AGREEMENTS AND ORGANIZATIONS

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.

ARTICLE 24

ASSIGNMENT SELECTION/TRANSFERS

SECTION 1. Transfer to Special Assignment. Any transfer to an assignment which has historically been filled through the posting and temporary transfer process, unless specifically excepted below, will be subject to the provisions of this Article.

SECTION 2. Posting. At least once each year, the City will post a list of special assignments which could be filled by transferring members of this bargaining unit. Employees interested in being considered for transfer into one (1) or more of these positions, will indicate their interest by submitting a written notice, which shall include their qualifications for the transfer opportunity(ies), to the Human Resources Section. This Section shall not apply to the short term assignments allowed under Section 6 of this Article.

Any bargaining unit member interested in a special assignment transfer must submit a letter of interest and qualifications to Human Resources Section for each assignment posted. The positions will be posted July 1st of each calendar year. Human Resources Section will then compile a roster for those expressing interest who submit a letter within 30 days of the posting which will remain in effect for one (1) year.

Any bargaining unit member that has signed up for more than one (1) special assignment position that is accepted and assigned such position will be deleted from all other lists and will no longer be considered as a potential candidate for other special assignment positions.

If a vacancy occurs and the list of eligible candidates for a special assignment has been exhausted, the position shall be posted and a new eligibility roster established until the next July

1st posting period. If no eligible qualified member of the bargaining unit volunteers for the position, then otherwise ineligible qualified candidates may be considered for selection to the vacant assignment. If more than one (1) qualified person that would otherwise be ineligible signs up to be considered for the vacant position, the employee that has been out of the special assignment for the longest period (without regard to department seniority) will be given the assignment.

If there are no candidates interested or qualified for a special assignment posted by the department, the department may allow an incumbent in the assignment the option of remaining in that assignment for up to two (2) additional years or it may draft a candidate of its choice, excluding personnel currently in a special assignment. No bargaining unit member drafted into an assignment shall be required to remain in that assignment for more than two (2) years unless the person agrees to remain in the assignment for the normal length of the assignment.

SECTION 3. Selection.

A. Promotion Procedure. The parties agree that the promotional procedure for promotions to the Detective IIB and Sergeant level will be based on the following components:

1. Program Components/Weights

a. Detective IIB

Written Examination	50%
Internal Oral Board	25%
Seniority	25%

B. Sergeant

Written Examination	50%
Internal Oral Board	50%
Seniority	5%

2. Internal/External Oral Board Members

a. The internal oral board for the Detective IIB procedure shall be composed of the following five (5) members:

- 1 - Internal Detective IIB (Minimum 1 year in grade)
- 1 - External Detective (Minimum 1 year in grade)
- 1 - Internal Sergeant III (Minimum 1 year in grade)
- 1 - External Sergeant or Lieutenant

1 - Police Commissioner or external current Police Chief or any retired Police Chief (Internal or External)

b. The internal oral board for the Sergeant procedure shall be composed of the following five (5) members:

1 - Internal Detective IIB (Minimum 1 year in grade)

1 - External Sergeant or Lieutenant

1 - Internal Sergeant III or Lieutenant (Minimum 1 year in grade)

1 - External Lieutenant or Captain

1 - Police Commissioner or external current Police Chief or any retired Police Chief (Internal or External)

The city will provide the lodge written notice at least fourteen (14) days in advance of the start of the oral board of the names and departments of the members of the oral board. Last minute changes will be forwarded to the lodge in writing as quickly as possible.

3. Oral Board Eligibility

The high 25 scores, including ties, on the written examination will be eligible to continue in the processes to the oral board. If Detective IIB or Sergeant III vacancies are anticipated to exceed 25 persons, the number eligible to initially continue in the processes may be increased after conferring with the Lodge representative.

4. Seniority Points

a. Seniority points shall be added to the score obtained from the written examination.

b. Seniority points for detective promotions shall be added at the rate of one (1) point per year of seniority for a maximum of twenty-five (25) points. The first year and each consecutive year thereafter must be completed by the first Monday of February for the even numbered years to receive credit.

c. Seniority points for sergeant promotions shall be added at the rate of one-half (1/2) point per year of seniority for the eighth through the seventeenth year, with a maximum of five (5) points. The eighth and each consecutive year thereafter must be completed by the first Monday of February for the even numbered years to receive credit.

5. Roster

New rosters will be established on April 1st of the even numbered years. Promotions shall be made from the roster based on rank order (highest to lowest score) of the total score earned by each eligible candidate.

B. Investigations Assignments.

1. The selection of candidates for training transfers to general case investigations assignments shall be based upon the following criteria:

Candidates shall be selected from the Sergeant III promotional roster under the same procedures listed above in this Section A(5), "roster." However, candidates who have previously served in general case investigations assignments for a period of one (1) year or more shall not be eligible for a training transfer assignment.

2. Four (4) positions in general case investigations assignments will be filled with Detective II-C personnel.

The rank of Detective II-C is a three (3) year assignment. Personnel wishing to hold this rank must sign the yearly job posting provided by the department. Transfers into this position/rank will be filled with officers who have signed the Detective II-C posting.

C. The assignments to Tri-County Metro Narcotic Squad, and Special Operations Division will be thirty (30) month assignments.

The selection of candidates for transfers to Tri-County Metro Narcotics Squad shall be made at the discretion of the City, from the candidates expressing interest in the assignment.

After an employee has worked in either of these assignments in excess of a total of four (4) weeks, each employee shall receive one-half of the difference in rate of pay between a top patrol officer and a detective, for any subsequent period of time of two (2) or more weeks worked on such assignment.

After an employee has worked on such an assignment in excess of a total of fifteen (15) months, thereafter, such employee shall receive a rate of pay of detective for any subsequent period of time of two (2) or more weeks worked on such assignment.

D. The following assignments will be for:

Two (2) Years

- Service Desk
- Subpoena Service
- Court Officer

Three (3) Years

- Quartermaster
- Traffic Follow-Up
- Motorcycle
- Recruiting Officer
- Range Officers
- Community Bureau

Five (5) Years

- Personnel Officer
- Detective IIB's Assigned
To Tri-County Metro or
Special Operations Division

Ten (10) Years

- Crime Scene Invest. (CSI)
- Identification Unit

Assignments shall be posted and a roster shall be established based on letters of intent submitted by interested employees, pursuant to Section 2 of this Article. Detective IIB's assigned to Tri-County Metro or Special Operations Division shall be made at the sole discretion of the Chief or his/her designee based on letters of intent submitted by interested employees.

Prior to the department establishing a new special assignment that exceeds a duration of three (3) years, the department agrees to discuss the assignment duration with the Lodge.

E. K-9 assignments will be for the life of the dog. If for some reason a dog is permanently removed from the program within the first year of the assignment, the department shall have the option of replacing the dog utilizing the same K-9 handler or selecting a new handler.

F. The following assignments will be seasonal in nature:

Training Officer
Warrant Service

These assignments will commence at the start of the twenty-eight (28) day work cycle closest to the last Saturday in November and concluding at the end of the twenty-eight (28) day work cycle closest to the last Saturday in May. Total length of these assignments shall not exceed two (2) "seasons". The department reserves the right to create any number of additional "seasonal" assignments.

G. Planning and Research Position. Any persons assigned to a planning and research position shall be exempt from the posting and selection process. The person will be selected at the discretion of the Chief. The persons in this assignment will be exempt from all length of assignment restrictions and are eligible for special assignment without a waiting period upon leaving the planning and research position.

H. Criteria for Selection. The selection of candidates for temporary transfers to special assignments, filled through the posting and temporary transfer process, will be made, insofar as reasonable, by seniority and expression of interest through the posting process. If the department determines that a vacant Article 24 special assignment position is to be filled, the transferred employee shall be selected from the posting in effect on the date the position became

vacant. If the posting remains unfilled for a period of more than twelve (12) months, and the department determines that the special assignment position is still to be filled, the employee selected to fill the vacancy shall be selected from the new posting then in effect.

Limitations upon the seniority selection may include: qualifications required for the assignment, operational needs of the department, or other reasonable factors. Upon request of the Lodge, the City will provide written justification for any transfer selection not based on seniority and interest of eligible candidates.

SECTION 4. Assignment Duration.

A. General. Bargaining unit members selected to be assigned to positions which have historically been filled through the posting and temporary transfer process may remain in those positions for a period of time as indicated in Section 3 of this Article. In cases where bargaining unit members have completed their assignment, they shall be allowed to continue in that assignment, if necessary, until open, pending assignments have been completed or the expiration of forty-five (45) days, whichever is sooner. In the event the City desires to extend this period, the parties agree to meet and discuss the request for such an extension.

B. Exceptions. The parties recognize that unavailability of qualified candidates may make it impractical to terminate a special assignment. If the City determines that additional exceptions will be necessary, it will so notify the Lodge as to the position and reason for the exception. If the Lodge objects to the exception provided by the City within fourteen (14) days of the notice, a special meeting shall be scheduled to resolve the issue.

C. Except as provided above, bargaining unit members that have completed any special assignment as designated in Section 3D of this Article will return to a normal patrol function in the Uniform Division for a period of time of at least two (2) years before they become eligible for any special assignment.

Bargaining unit members drafted into any special assignment will return to a normal patrol function for a period of time of at least one (1) year before they become eligible for any other special assignment.

Bargaining unit members that have completed any special assignment of a "seasonal nature" will return to a normal patrol function for a period of time of at least one (1) year before they become eligible for any special assignment.

D. Leaving a Special Assignment. If an officer spends less than his/her contractually allotted amount of time in a special assignment, the following guidelines will apply:

1. If an officer voluntarily leaves the special assignment early, the officer must wait two (2) years before being eligible for another special assignment.

2. If an officer is determined to be performing an assignment unsatisfactorily which results in the officer being removed from the assignment, the officer must wait two (2) years before being eligible for another special assignment.

3. If an officer involuntarily leaves a special assignment prior to the end of the duration of the assignment set forth at §3d of this Article because the assignment is eliminated or the Lodge forces the officer from the assignment through the resolution of a grievance, the following will apply:

a) if the officer has spent more than one (1) year in the special assignment, the officer must wait two (2) years before being eligible for another special assignment;

b) if the officer has spent less than one (1) year in the special assignment, the officer must wait only the length of time actually spent in the assignment before being eligible for another special assignment.

SECTION 5. Compensation - Limitations. For every additional position in the rank of Detective IIB and IIC, over the number of twelve (12), the City shall have the right to make one (1) additional temporary transfer pursuant to this Article. For the purposes of the foregoing, the term "position" shall be defined as those positions of Detective IIB and IIC authorized by the City. All positions covered by this Article including, but not limited to, Metro Officers, and SOS personnel shall be counted in determining the number of temporary transfer positions available.

If additional temporary short term plainclothes assignments are necessary because of an emergency, unusual demand for service, or temporary shortage of personnel due to injury or illness, the employer may assign employees to work such assignments for a thirty (30) day period without compliance with Sections 2 and 3. If additional extensions are necessary, a written notice must be given to the Lodge and in the absence of an objection, an additional thirty (30) day extension shall be granted. If objection is made within three (3) days of the notice, a special meeting shall be scheduled to resolve this issue.

SECTION 6. Compensation - Assignments Outside the Bargaining Unit. Employees in this bargaining unit who perform the work of Sergeant or other level III classifications shall be paid for such time at the Sergeant's rate of pay for all time in excess of one (1) week absence. Absences of up to one (1) week shall not result in any pay differential. It is understood that the City will not use the one (1) week waiting period for the purpose of avoiding payment of the premium provided for in this Section.

SECTION 7. Other Assignments. Nothing in this entire Article shall affect the City's right to make work assignments within the employee's classification.

SECTION 8. Assignment Publication. The City shall post within the department the names of employees and the temporary positions they are filling if the transfer is in excess of two (2) weeks.

SECTION 9. Promotional Vacancies. Subject to the conditions set out in Section 6 of this Article, vacancies in the rank of Detective IIB shall, within ninety (90) days of the effective date of the vacancy, either be filled through the promotional procedure or be formally deleted by the City. Promotions to the rank of Detective IIB shall be made from the promotional roster in effect on the date when the position becomes vacant.

SECTION 10. Assignments of Probationary Employees. The City may make training transfers for probationary patrol officers during their first one (1) year of probation for thirty (30) days to the Investigations Section or other investigation plainclothes unit of the department. All training time under this Section shall not be cumulative and not credited towards non-probationary transfer time. The rate of pay shall be the rate of the training transferee's present rate.

SECTION 11. The City agrees that it will not create any other positions or exercise any other Management Right for the purpose of avoiding the provisions of this Article.

ARTICLE 25

DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

Only the Chief of Police or his/her designee may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

At the time disciplinary action is taken against an employee, the representative of the City shall give to the employee a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective. The City's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employee's representative, or, in the representative's absence, another Lodge representative, giving him/her a copy of the disciplinary action statement.

An employee who is disciplined by time off or discharge shall, after such action is taken and before leaving the City's premises, have the right to confer with his/her representative, or in that representative's absence, another Lodge representative, at such place on the City's premises (but away from the working or public areas) as the City's representative may designate.

No later than ten (10) days following the day on which disciplinary action was taken, the employee may submit a written grievance. If not so entered within this ten (10) day time limit, the employee shall be deemed to have accepted the discipline, without recourse.

Under circumstances where he/she deems it appropriate to do so, a representative of the City may suspend an employee pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. A period of suspension shall not last longer than the end of the tenth day (10th) following the suspension. If no penalty has been assessed within that period the employee shall return to work and shall be paid for time lost during suspension. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension. The employee's Lodge representative, shall be given a copy of the notice of discipline, and the employee's right shall arise to pursue the above procedures which are provided for the situation where disciplinary action is initiated without a period of suspension.

In circumstances where an employee has been charged with a felony that carries a sentence of four (4) or more years, the Chief or his/her designee may suspend an employee for up to thirty (30) days without pay, pending investigation to determine whether or not disciplinary action is warranted and, if so, the penalty to be assessed. If no penalty has been assessed within the thirty (30) day period the employee may be put on a paid administrative leave or return to work at the discretion of the Chief of police or his/her designee. If disciplinary action is taken within the suspension period, it shall be effective from the time of suspension. If the period of suspension is less than the time already served, the employee shall be paid for the difference in time lost during the suspension.

The department will request that all complaints against police officers being made by civilians be signed by the complainant, setting out the details of the complaint. The failure or refusal by a complainant to sign such a complaint will not preclude the department from conducting a full investigation including the interviewing of all parties involved, if the department deems it necessary.

ARTICLE 26

SHIFT ASSIGNMENTS

The following procedure will be implemented and is agreeable to both the Lansing Police Department and the Fraternal Order of Police, Lodge #141, Non-Supervisory, regarding the shift assignment (selection) of Police Officers assigned to the Uniform Section.

1. Shift selection shall be based on department seniority (pursuant to the labor contract definition).
2. Only those officers assigned to the Uniform Section are affected.

3. Management shall prepare and circulate the form for the shift assignments.
4. The affected time periods shall begin the first cycle after the date of ratification.
5. Shift selections shall be for the following time periods: Last Saturday in November to the first Saturday in March. First Saturday in March to last Saturday in May. Last Saturday in May to first Saturday in September. First Saturday in September to last Saturday in November.
6. Shift selection shall be posted twenty-eight (28) days prior to the effective date.
7. Vacancies that occur during one of the four (4) listed frozen cycles will be filled by the most senior officer in Uniform Section that indicated willingness to change during a frozen work cycle. Officers will indicate their willingness to change when they make their frozen shift picks. This will allow up to a maximum of three (3) senior officers to change shifts. Officers returning to patrol will fill the vacancy created by the last senior officer's move.
8. The number of personnel assigned per Platoon is at the discretion of management.
9. The department will make an effort to give officers a minimum of a five (5) day notice, but will not be held to a minimum notice when it is impossible for the department to conform.

Special Preferences

Police Officers assigned to the following specific assignment shall make their selection on independent rosters by seniority:

Crime Scene Investigator

ARTICLE 27

WAGES - POLICE DEPARTMENT

SECTION 1. Wage Rates. Listed below are the classifications in the Police Department which are covered by the Agreement with the corresponding annual salaries and the unit increases for each step. Progression on this wage scale shall be established by time in service only.

A one and eight tenths percent (1.80%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2005.

A two and one tenth percent (2.10%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2006.

A two and three tenths percent (2.30%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2007.

A one percent (1.00%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2008.

A one and five tenths percent (1.50%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following January 1, 2009.

A three tenths percent (0.30%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following June 30, 2009.

1.80%

CITY OF LANSING
SALARY WAGE SCHEDULE
FOP NON-SUPERVISORY BARGAINING UNIT
EFFECTIVE DATE: 1ST FULL PAY PERIOD AFTER 07/01/05

FOP NON-SUP

NOTE: Annualized =2080 Hrs.

PAY RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>NUMBER</u>							
CERTIFICATION TRAINEE (7101)	ANNUALIZED	20,924.80					
	BI-WEEKLY	804.80					
	HOURLY RATE	10.0600					
	OVERTIME RATE 1.52	15.29					
CADET (7100)	ANNUALIZED	17,024.1760	18,506.3840	20,009.8080			
	BI-WEEKLY	654.7760	711.7840	769.6080			
	HOURLY RATE	8.1847	8.8973	9.6201			
	OVERTIME RATE 1.52	12.4407	13.5239	14.6226			
OFFICER (7102)	ANNUALIZED	37,033.9840	39,892.5280	43,047.4720	46,181.4080	49,590.5280	53,253.6160
	BI-WEEKLY	1,424.3840	1,534.3280	1,655.6720	1,776.2080	1,907.3280	2,048.2160
	HOURLY RATE	17.8048	19.1791	20.6959	22.2026	23.8416	25.6027
	OVERTIME RATE 1.52	27.0633	29.1522	31.4578	33.7480	36.2392	38.9161
DIFFERENTIAL RATE (7103)	ANNUALIZED	55,138.0960					
	BI-WEEKLY	2,120.6960					
	HOURLY RATE	26.5087					
	OVERTIME RATE 1.52	40.2932					
DETECTIVE IIA & IIB (7104)	ANNUALIZED	56,980.3520					
	BI-WEEKLY	2,191.5520					
	HOURLY RATE	27.3944					
	OVERTIME RATE 1.52	41.6395					

2.10%

CITY OF LANSING
SALARY WAGE SCHEDULE
FOP NON-SUPERVISORY BARGAINING UNIT
EFFECTIVE DATE: 1ST FULL PAY PERIOD AFTER 07/01/06

FOP NON-SUP

NOTE: Annualized =2080 Hrs.

PAY RANGE NUMBER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CERTIFICATION TRAINEE (7101)	ANNUALIZED	20,924.80					
	BI-WEEKLY	804.8000					
	HOURLY RATE	10.0600					
	OVERTIME RATE 1.52	15.2912					
CADET (7100)	ANNUALIZED	17,381.7280	18,894.9280	20,429.9680			
	BI-WEEKLY	668.5280	726.7280	785.7680			
	HOURLY RATE	8.3566	9.0841	9.8221			
	OVERTIME RATE 1.52	12.7020	13.8078	14.9296			
OFFICER (7102)	ANNUALIZED	37,811.6960	40,730.3520	43,951.4400	47,151.3120	50,631.9840	54,372.0320
	BI-WEEKLY	1,454.2960	1,566.5520	1,690.4400	1,813.5120	1,947.3840	2,091.2320
	HOURLY RATE	18.1787	19.5819	21.1305	22.6689	24.3423	26.1404
	OVERTIME RATE 1.52	27.6316	29.7645	32.1184	34.4567	37.0003	39.7334
DIFFERENTIAL RATE (7103)	ANNUALIZED	56,296.0320					
	BI-WEEKLY	2,165.2320					
	HOURLY RATE	27.0654					
	OVERTIME RATE 1.52	41.1394					
DETECTIVE IIA & IIB (7104)	ANNUALIZED	58,176.9760					
	BI-WEEKLY	2,237.5760					
	HOURLY RATE	27.9697					
	OVERTIME RATE 1.52	42.5139					

2.30%

CITY OF LANSING
SALARY WAGE SCHEDULE
FOP NON-SUPERVISORY BARGAINING UNIT
EFFECTIVE DATE: 1ST FULL PAY PERIOD AFTER 07/01/07

FOP NON-SUP

NOTE: Annualized =2080 Hrs.

PAY RANGE								
<u>NUMBER</u>			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
CERTIFICATION TRAINEE (7101)	ANNUALIZED		20,924.8000					
	BI-WEEKLY		804.8000					
	HOURLY RATE		10.0600					
	OVERTIME RATE 1.52		15.2912					
CADET (7100)	ANNUALIZED		17,781.5040	19,329.4400	20,899.8400			
	BI-WEEKLY		683.9040	743.4400	803.8400			
	HOURLY RATE		8.5488	9.2930	10.0480			
	OVERTIME RATE 1.52		12.9942	14.1254	15.2730			
OFFICER (7102)	ANNUALIZED		38,681.3440	41,667.1840	44,962.3200	48,235.8240	51,796.5760	55,622.5280
	BI-WEEKLY		1,487.7440	1,602.5840	1,729.3200	1,855.2240	1,992.1760	2,139.3280
	HOURLY RATE		18.5968	20.0323	21.6165	23.1903	24.9022	26.7416
	OVERTIME RATE 1.52		28.2671	30.4491	32.8571	35.2493	37.8513	40.6472
DIFFERENTIAL RATE (7103)	ANNUALIZED		57,590.8320					
	BI-WEEKLY		2,215.0320					
	HOURLY RATE		27.6879					
	OVERTIME RATE 1.52		42.0856					
DETECTIVE IIA & IIB (7104)	ANNUALIZED		59,515.0400					
	BI-WEEKLY		2,289.0400					
	HOURLY RATE		28.6130					
	OVERTIME RATE 1.52		43.4918					

1.00%

CITY OF LANSING
SALARY WAGE SCHEDULE
FOP NON-SUPERVISORY BARGAINING UNIT
EFFECTIVE DATE: 1ST FULL PAY PERIOD AFTER 07/01/08

FOP NON-SUP

NOTE: Annualized =2080 Hrs.

PAY RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>NUMBER</u>							
CERTIFICATION TRAINEE (7101)	ANNUALIZED	20,924.8000					
	BI-WEEKLY	804.8000					
	HOURLY RATE	10.0600					
	OVERTIME RATE 1.52	15.2912					
CADET (7100)	ANNUALIZED	17,959.3440	19,522.6720	21,108.8800			
	BI-WEEKLY	690.7440	750.8720	811.8800			
	HOURLY RATE	8.6343	9.3859	10.1485			
	OVERTIME RATE 1.52	13.1241	14.2666	15.4257			
OFFICER (7102)	ANNUALIZED	39,068.2240	42,083.8080	45,412.0160	48,718.1760	52,314.4960	56,178.7200
	BI-WEEKLY	1,502.6240	1,618.6080	1,746.6160	1,873.7760	2,012.0960	2,160.7200
	HOURLY RATE	18.7828	20.2326	21.8327	23.4222	25.1512	27.0090
	OVERTIME RATE 1.52	28.5499	30.7536	33.1857	35.6017	38.2298	41.0537
DIFFERENTIAL RATE (7103)	ANNUALIZED	58,166.7840					
	BI-WEEKLY	2,237.1840					
	HOURLY RATE	27.9648					
	OVERTIME RATE 1.52	42.5065					
DETECTIVE IIA & IIB (7104)	ANNUALIZED	60,110.1280					
	BI-WEEKLY	2,311.9280					
	HOURLY RATE	28.8991					
	OVERTIME RATE 1.52	43.9266					

1.50%

CITY OF LANSING
 SALARY WAGE SCHEDULE
 FOP NON-SUPERVISORY BARGAINING UNIT
 EFFECTIVE DATE: 1ST FULL PAY PERIOD AFTER 01/01/09

FOP NON-SUP

NOTE: Annualized =2080 Hrs.

PAY RANGE								
<u>NUMBER</u>			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
CERTIFICATION TRAINEE (7101)	ANNUALIZED		20,924.80					
	BI-WEEKLY		804.80					
	HOURLY RATE		10.0600					
	OVERTIME RATE 1.52		15.29					
CADET (7100)	ANNUALIZED		18,228.7040	19,815.5360	21,425.4560			
	BI-WEEKLY		701.1040	762.1360	824.0560			
	HOURLY RATE		8.7638	9.5267	10.3007			
	OVERTIME RATE 1.52		13.3210	14.4806	15.6571			
OFFICER (7102)	ANNUALIZED		39,654.1600	42,715.0880	46,093.2160	49,448.8800	53,099.2800	57,021.3280
	BI-WEEKLY		1,525.1600	1,642.8880	1,772.8160	1,901.8800	2,042.2800	2,193.1280
	HOURLY RATE		19.0645	20.5361	22.1602	23.7735	25.5285	27.4141
	OVERTIME RATE 1.52		28.9780	31.2149	33.6835	36.1357	38.8033	41.6694
DIFFERENTIAL RATE (7103)	ANNUALIZED		59,039.3440					
	BI-WEEKLY		2,270.7440					
	HOURLY RATE		28.3843					
	OVERTIME RATE 1.52		43.1441					
DETECTIVE IIA & IIB (7104)	ANNUALIZED		61,011.8080					
	BI-WEEKLY		2,346.6080					
	HOURLY RATE		29.3326					
	OVERTIME RATE 1.52		44.5856					

0.30%

CITY OF LANSING

FOP NON-SUP

0.30%

CITY OF LANSING
SALARY WAGE SCHEDULE
FOP NON-SUPERVISORY BARGAINING UNIT
EFFECTIVE DATE: 1ST FULL PAY PERIOD AFTER 06/30/09

FOP NON-SUP*NOTE: Annualized =2080 Hrs.*

PAY RANGE NUMBER		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
CERTIFICATION TRAINEE (7101)	ANNUALIZED	20,924.80					
	BI-WEEKLY	804.80					
	HOURLY RATE	10.0600					
	OVERTIME RATE 1.52	15.29					
CADET (7100)	ANNUALIZED	18,283.4080	19,875.0240	21,489.7280			
	BI-WEEKLY	703.2080	764.4240	826.5280			
	HOURLY RATE	8.7901	9.5553	10.3316			
	OVERTIME RATE 1.52	13.3610	14.5241	15.7040			
OFFICER (7102)	ANNUALIZED	39,773.1360	42,843.2160	46,231.5360	49,597.1840	53,258.6080	57,192.3040
	BI-WEEKLY	1,529.7360	1,647.8160	1,778.1360	1,907.5840	2,048.4080	2,199.7040
	HOURLY RATE	19.1217	20.5977	22.2267	23.8448	25.6051	27.4963
	OVERTIME RATE 1.52	29.0650	31.3085	33.7846	36.2441	38.9198	41.7944
DIFFERENTIAL RATE (7103)	ANNUALIZED	59,216.5600					
	BI-WEEKLY	2,277.5600					
	HOURLY RATE	28.4695					
	OVERTIME RATE 1.52	43.2736					
DETECTIVE IIA & IIB (7104)	ANNUALIZED	61,194.8480					
	BI-WEEKLY	2,353.6480					
	HOURLY RATE	29.4206					
	OVERTIME RATE 1.52	44.7193					

ARTICLE 28

JOINT LABOR-MANAGEMENT COMMITTEE

The Lodge agrees to participate in a Joint Labor-Management Committee in order to cooperatively discuss matters of concern, including but not limited to development of proposals to encourage City employees to voluntarily purchase homes and live in the City; proposals involving issues relating to an officer's bill of rights; issues concerning protected group members; and, for the bargaining unit to work with management, schools and neighborhoods to provide voluntary programs for youth and families. The criteria related to the meetings shall be as follows:

- 1) At least quarterly, or more frequently as mutually agreed, the Mayor and/or his/her designees shall meet with the Joint Council of City Unions, of which the bargaining unit president or his/her designee shall be a member.
- 2) No less than five (5) days prior to the scheduled meeting, each party shall prepare and submit an agenda to the other. If neither party submits an agenda, no meeting shall take place.
- 3) Issues submitted for discussion will be mutually agreeable, provide an opportunity to share information and build trust and provide an opportunity to explore innovative alternatives to such matters in a non-confrontational atmosphere. Issues submitted that are not mutually agreeable to all parties will be stricken from the agenda and not discussed at the meeting.
- 4) By so participating in the committee, neither the Lodge nor the City waives any statutory or contractual right.

ARTICLE 29

TERM OF AGREEMENT

This Agreement shall become effective July 1, 2005, and shall continue in full force and effect until 11:59 p.m., June 30, 2009, and for successive annual periods thereafter unless, not more than one hundred twenty (120), but at least ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than sixty (60) days prior to the termination date.

Provisions herein which represent a modification of or an addition to the prior collective bargaining agreement shall be effective as of the date stated in the provisions or if no date is stated, as of the date the award is issued. Prior language, if it existed, shall be in full force and effect until such date.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2006.

FOR THE UNION:

FOR THE CITY
BY ITS MAYOR:

BY _____
Bruce J. Holliday
ITS: President

Virg Bernero

BY ITS CLERK:

Brad St. Aubin, Director

Chris Swope

Phillip Nardone, Director

APPROVED AS TO FORM BY:
CITY ATTORNEY

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

I HEREBY CERTIFY FUNDS HAVE
BEEN APPROPRIATED:
CITY CONTROLLER

Steven T. Lett
FOP Lodge Attorney

CHIEF OF POLICE

LABOR RELATIONS

APPENDIX A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING
AND

THE FRATERNAL ORDER OF POLICE, CAPITOL CITY LODGE #141
NON-SUPERVISORY DIVISION

REGARDING

AFFIRMATIVE ACTION

The City and the Lodge reaffirm their commitment to ensure that protected group members have equal access to employment opportunities within the City of Lansing Police Department by continuing the existing Joint Labor-Management Committee charged with the responsibility.

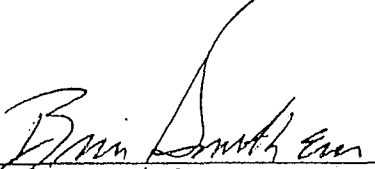
The Committee shall:

- 1) Continue to meet on a quarterly basis to review, monitor and make recommendations to improve:
 - * outreach and recruitment programs;
 - * existing practices in the selection process on recruiting and hiring protected group members;
 - * annual goals for recruiting and hiring protected group members.
- 2) Make quarterly reports to the Lodge and the Mayor on the progress in achieving the goals of the committee, and the annual goals for recruiting and hiring protected group members.

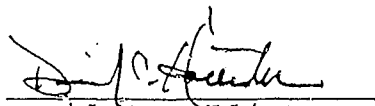
The City of Lansing agrees to indemnify and save harmless the FOP Non-Supervisory Division from and against all claims or suits based upon this Memorandum of Understanding and its implementation.

FOR THE UNION:

BY



Brian Smitherman
ITS: President


FOR THE CITY
BY ITS MAYOR:

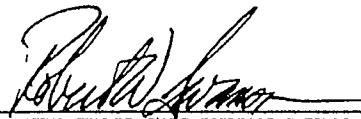

David C. Hollister

BY _____
ITS:

BY ITS CLERK:


Marilynn Slade


APPROVED AS TO FORM BY
CITY ATTORNEY


I HEREBY CERTIFY FUNDS HAVE
BEEN APPROPRIATED
CITY CONTROLLER


LABOR RELATIONS

APPENDIX B

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING
AND

THE FRATERNAL ORDER OF POLICE, CAPITOL CITY LODGE #141
NON-SUPERVISORY DIVISION

REGARDING


UTILIZATION OF NON-SUPERVISORY BARGAINING UNIT MEMBERS
AT CITY FACILITIES

The following terms are agreed to between the parties to address the need and utilization of sworn uniformed officers at city facilities. This is not intended to impact the facilities' agreements, authority or responsibility to provide non-sworn uniformed security or services at any given facility.

1. The name of the Chief of Police or his/her designee shall be provided to the management of the city facilities which might possibly require the services of sworn uniformed officers.
2. It will be the responsibility of the facility management to contact the Chief of Police or his/her designee with the number of sworn uniformed officers needed for a particular event, the date and time and other details of the work.
3. It shall be the responsibility of the Chief of Police or his/her designee to post for volunteers and schedule bargaining unit members to do the work.
4. In the event that there is an insufficient number of bargaining unit members available to provide the required services for the facility event, the facility management may engage the services of other law enforcement agencies without recourse from the Lodge.
5. The rate of pay for the above services shall be at the employee's overtime rate of pay. Such payments shall not be made a part of the employee's final average compensation. All

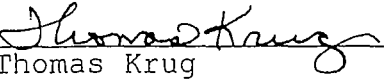
compensation and conditions shall be consistent with the practice and requirements of other supplemental employment.

FOR THE UNION:

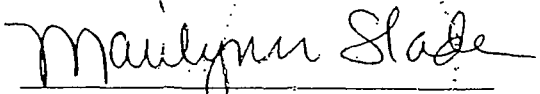
BY 
Bruce J. Holliday
ITS: President


FOR THE CITY
BY ITS MAYOR:

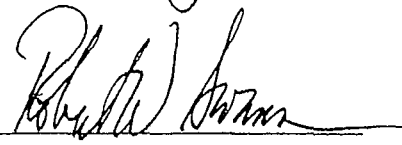

David C. Hollister

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

BY ITS CLERK:


Marilynn Slade


APPROVED AS TO FORM BY
CITY ATTORNEY


I HEREBY CERTIFY FUNDS HAVE
BEEN APPROPRIATED
CITY CONTROLLER


LABOR RELATIONS

APPENDIX C

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING
AND
THE FRATERNAL ORDER OF POLICE, CAPITOL CITY LODGE #141
NON-SUPERVISORY DIVISION

REGARDING

THE LANSING POLICE DEPARTMENT CADET PROGRAM

1. Cadet Definition - A cadet is defined as a non-sworn person assigned responsibilities and job duties in the Police Department in accordance with the JTPA (Job Training Partnership Act) cadet grant.
2. Representation - Lodge will represent cadets with respect to wages, hours and conditions of employment only. The Lodge will not represent cadets with regard to matters of discipline or discharge. The cadets will pay Lodge dues, or representation fees, in an amount and under conditions as established by the Lodge. Lodge dues shall be collected by the employer and remitted to the Lodge under the terms of Article 4, Section 2 of the Collective Bargaining Agreement.
3. Term - Cadets cannot work in that status for a period of more than three (3) years. Cadets will be classified as first year cadet, second year cadet, and third year cadet. Initially, no more than five (5) cadets shall be hired for the first year of the program. Thereafter, to adjust for resignations or terminations in the second and third year levels, the employer may utilize as many as seven (7) cadets at any one level. In no event shall there be a total of more than fifteen (15) cadets employed in the cadet program at any given time.
4. Maximum Number and Other Conditions - No cadets will be employed if a non-supervisory sworn bargaining unit member is on layoff status. The employer will not use cadets to displace any full-time sworn bargaining unit position.

No sworn bargaining unit position will be eliminated, not funded or held vacant while cadets are actively employed. This shall not apply to vacant positions the

City is actively working to fill. Should sworn bargaining unit positions be eliminated, not funded or held vacant, the City will eliminate future cadet positions according to the following schedule:

<u>Sworn Bargaining Unit Positions Eliminated, not Funded or Held Vacant</u>	<u>Cadet Positions Eliminated</u>
3, 4	1
5, 6, 7	2
8, 9, 10	3
11, 12, 13	4
14, 15, 16	5
17, 18, 19	6
20 or more	12

It is not the intent of the Lodge to force the City to layoff current cadets but rather the City will eliminate cadet position(s) on or before the hiring date of the next class of first year cadets and subsequent years if necessary. The positions eliminated, not funded or held vacant shall be cumulative from year to year. The above schedule only applies to general fund positions.

5. Compensation: The compensation applicable to the cadets shall be as follows:

- 1st year Cadet: 46% of the minimum certified hourly rate¹
- 2nd year Cadet: 50% of the minimum certified hourly rate
- 3rd year Cadet: 54% of the minimum certified hourly rate

6. Fringe Benefits

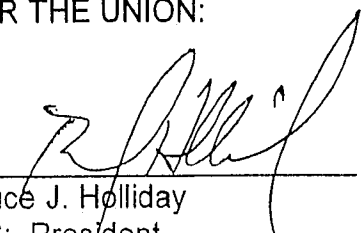
- a. Education Benefit = Cadet compensation for tuition and education benefits shall be in accordance with the terms of the grant program.
- b. Bereavement = Cadets are entitled to bereavement benefits in accordance with Article 19 of the collective bargaining agreement.
- c. Uniforms & Cleaning = Cadet uniforms shall be furnished by the Employer with cleaning provided.

¹See the contract salary schedule, Article 27

- d. Sick Leave = Cadets shall be afforded sick leave at the rate of four (4) hours a month, subject to the conditions set out in Article 17 of the collective bargaining agreement.
- e. Seniority = Bargaining unit seniority for Cadets shall not commence until, or unless, the Cadet becomes a sworn Police Officer.
- f. Health Care = Cadets shall be afforded health care benefits pursuant to Article 15, Section 1, of the collective bargaining agreement (Blue Cross-Blue Shield Community Blue PPO).
- g. Holidays = Cadets shall be afforded ½ of each of the holidays recited in Article 13 of the collective bargaining agreement. All of the conditions in Article 13 shall be applicable to Holidays.
- h. Leave Days and Personal Leave Hours = Cadets shall receive ½ of each of the additional personal leave hours recited in Article 10, Section 2 of collective bargaining agreement. All other conditions in Article 10, Leave Days, are applicable to the cadets.
- i. Vacation Leave = Cadets shall be eligible for 40 hours of vacation leave beginning with their first anniversary after successfully completing two (2) semesters of classes.
- j. Parking = The Employer will provide paid parking to Cadets.
- k. Overtime and Compensatory Time = Overtime when authorized by the department head shall be paid for all work in excess of forty (40) hours in a week, assuming the cadet is working a 40-hour work week. Compensatory time received in lieu of overtime payment may be accrued to a maximum of twenty (20) hours. Use of compensatory time shall be subject to the provisions of Article 12, Section 3.
- l. Retirement = Cadets are not members of the retirement system. Under no circumstances shall time spent working as a cadet be considered as counting toward retirement service credit.

FOR THE UNION:

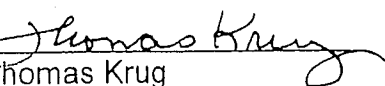
BY


Bruce J. Holliday
ITS: President


FOR THE CITY
BY ITS MAYOR:

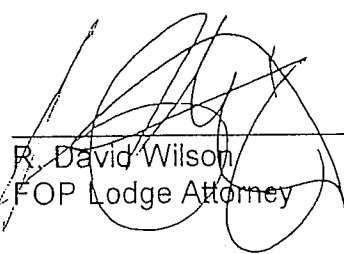

David C. Hollister

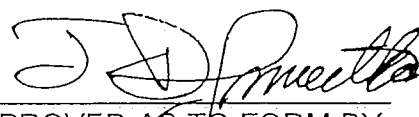
BY


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

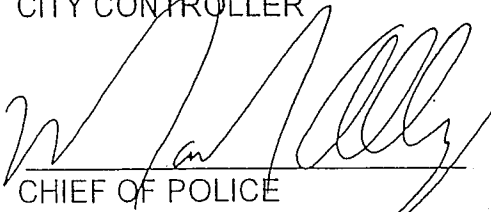
BY ITS CLERK:



Deborah K. Miner


R. David Wilson
FOP Lodge Attorney


APPROVED AS TO FORM BY
CITY ATTORNEY


I HEREBY CERTIFY FUNDS
HAVE BEEN APPROPRIATED
CITY CONTROLLER


CHIEF OF POLICE


LABOR RELATIONS

APPENDIX D

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING

AND

THE FRATERNAL ORDER OF POLICE, CAPITOL CITY LODGE #141
NON-SUPERVISORY DIVISION

REGARDING

RESIDENCY INCENTIVES

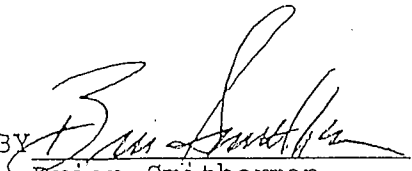
The City and the Lodge agree to cooperate in the implementation of a program or programs as adopted by City Council in the fiscal year 1996-1997 budget which provide financial and other incentives for members of the Lodge to establish residency in the City of Lansing.

The City will offer financial incentives for members of the Lodge who agree to purchase a home in Lansing. If applications for financial incentives exceed the available funds, incentives shall be provided on a first come, first serve basis, in accordance with the date on which the application was received by the City. One such program will assist employees in purchasing a primary residence within the City by providing loans to employees.

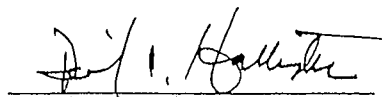
The City and the Lodge will implement this program in fiscal year 1996-1997 and will provide semi-annual evaluations on its status to the Lodge leadership, the Mayor's Office and City Council.

Other residency incentive programs will assist eligible employees by offering liaison services with local affordable housing programs, and with lending institutions that are supportive of the programs.

FOR THE UNION:


BY 
Brian Smitherman
ITS: President


FOR THE CITY
BY ITS MAYOR:

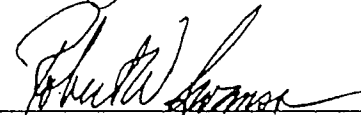

David C. Hollister


BY _____
ITS:

BY ITS CLERK:


Marilynn Slade


APPROVED AS TO FORM BY
CITY ATTORNEY


I HEREBY CERTIFY FUNDS HAVE
BEEN APPROPRIATED
CITY CONTROLLER


LABOR RELATIONS

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SUMMARY OF NEW AGREEMENT
Between the
CITY OF LANSING
And
FRATERNAL ORDER OF POLICE
CAPITOL CITY LODGE #141, NON-SUPERVISORY UNIT
Ratified by Lansing City Council on May 17, 2010

The parties' new collective bargaining agreement shall be the same as the parties' old collective bargaining agreement (in effect from July 1, 2009 – June 30, 2015) except as amended by the following changes to the collective bargaining agreement:

1. CONTRACT TERM:

The parties agree to a six (6) year contract to be in effect from July 1, 2009 through and including June 30, 2015.

2. WAGES/PAY SCALE:

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:

July 1, 2009: -0-
July 1, 2010: \$850 cash (not to base)
July 1, 2011: 1.5% increase to hourly wage base
July 1, 2012: 2.0% increase to hourly base
July 1, 2013: TBD*
July 1, 2014: TBD

3. HOSPITAL, MEDICAL, SURGICAL INSURANCE: (Effective as soon as vendors can make plan changes)

- Blue Care Network will no longer be offered as an option.
- Monthly Premium Share (active employees with more than six (6) full calendar months of service) – BCBS Community Blue PPO1 or PHP: \$250/550/650 annually.
- Monthly Premium Share (active employees with less than six (6) full calendar months of service) – BCBS Community Blue PPO1 or PHP: \$60/120/150 per pay period toward the cost of the first six (6) months of insurance (deductions from pay are pre-tax and spread over twelve (12) months. If employment ends prior to the deductions being fully made, the employee agrees that the full balance will be deducted from their last paycheck. If an individual waives

* The parties agree to reopen the agreement for negotiations as to wages for the last two years of the contract.

insurance for the first six (6) months of employment, they will have the option to enroll after the first six (6) months of employment).

- Prescriptions: Co-Pays: \$5/20/40
- Mail Order Prescription Drug Rider: MOPD2x (90 days w/2 co-pays)
- Retail 90 Rider: 90 days w/2 co-pays.
- Healthcare Co-pays: \$10 Office, \$20 Urgent Care Visit, \$50 Emergency Room Visit (waived if admitted to hospital).
- \$75.00 Health Care Risk Assessment rebate one time per year for each covered member (currently being developed through the City's Occupational Health Services provider, Sparrow Occupational health).
- Retiree Healthcare: new employees hired after ratification will be eligible for retiree healthcare coverage up to full family coverage after twenty-five (25) years of actual service or twenty-three (23) years of actual service if two (2) years of military service credits are purchased in the case of voluntary retirement. Individuals retiring due to attaining mandatory retirement age will be eligible for retiree healthcare coverage up to full family coverage after a minimum of fifteen (15) years of actual service.

4. VISION INSURANCE: The City will provide employees with VSP 12/12/12 vision insurance as a stand-alone product.

5. COMPENSATORY TIME:

Earned compensatory time will be paid at the employee's authorized regular rate of pay up to a maximum of one hundred twenty (120) hours (an increase from 100 hours and on par with Supervisory Unit).

6. PROMOTION PROCEDURE: Clarifies language regarding addition of seniority points to the score of the written examination to determine eligibility to sit for the oral board exam.

7. SPECIAL ASSIGNMENTS: Increases the maximum duration of the extension of special assignments to sixty (60) days (from forty-five (45) days), increases the duration of certain special assignments to four (4) years from two (2) and requires that an officer's next special assignment be in a different area unless four (4) years have passed since they were in the prior assignment. Adds a four (4) year DEA and ATF Task Force assignment. Adds a seven (7) year duration for the motor carrier officer assignment, a three (3) year duration for the school resource officer assignment and a four (4) year duration for the motorcycle assignment (an increase of one (1) year).

8. OVERTIME: Seniority will be considered for overtime positions. Once finalized and the officer is notified, the overtime slot cannot be reassigned.