

June 30, 1976

AGREEMENT BETWEEN CITY OF EAST LANSING
AND THE F.O.P. LODGE 141
- EAST LANSING CIVILIAN AUXILIARY DIVISION -

Effective July 1, 1974, this agreement is made between the City of East Lansing and the F.O.P. Lodge 141 - East Lansing Civilian Auxiliary Division, relative to adjustments in wages, employment benefits and working conditions. Where not specifically abridged by this agreement, all personnel covered by this agreement are subject to the City of East Lansing Personnel Rules as amended.

I LODGE SECURITY

A. All employees in the bargaining unit shall be required, as a condition of continual employment within 31 days after completion of their 6 month probationary period, to either become and remain members in good standing of the Lodge, or pay a representation fee to the Lodge which sum shall accurately represent the amount for said employee due the Lodge as their fair share of the 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 Lodge activities. At the time of execution of this agreement, the regular monthly Lodge dues are Ten (\$10.00) Dollars, and the representation fee is Nine (\$9.00) Dollars; however, the Lodge, pursuant to its constitution and by-laws, may raise the dues accordingly. The requirements set forth above shall become effective thirty (30) days after the execution date of this agreement.

B. Dues Check-Off: The City agrees to deduct the monthly Lodge dues or the representation fee from the pay of an employee subject to the following:

1. The Lodge shall obtain from the employee a completed check-off authorization form which shall conform to respective state and federal laws concerning that subject. The check-off authorization form shall be filed with the payroll department, who may return an incomplete or incorrectly completed form to the Lodge's treasurer and no check-off shall be made until such deficiency is corrected.
2. The Lodge shall provide at least thirty (30) days' written notice to the City Treasurer of the amount of Lodge dues and/or representation fees to be deducted from the wage of an employee in accordance with this section.
3. The Lodge agrees to defend, 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 representation fee or reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent to the Lodge.

East Lansing, City of

Wildebrandt, Hankins & Hamilton
Attorneys at Law
603 Capital Savings & Loan Bldg.
Lansing, Michigan 48933

II SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Lodge and the employer upon written request of either party. Such meetings shall be between at least two (2) representatives of the employer and at least two (2) representatives of the Lodge. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda.

III GRIEVANCE PROCEDURE - Section 1 Definition of Grievance

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

Section II Rules of Grievance Processing

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

B. No grievance shall be valid for more than five (5) calendar days prior to the date the grievance was first filed in step 1 of the grievance procedure.

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

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

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

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

Section III Steps of the Grievance Processing

Whenever a grievance arises, an employee may present said grievance to his 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 the opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his first line supervisor to discuss the grievance. If the issue is unresolved, the employee on his own

time, may contact his representative who, on his own time, shall reduce the grievance 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 II of this article. Failure to comply with all of the requirements as set forth in the following grievance procedure or to the rules for grievance processing shall be used by a management representative at any step as a basis of permanent grievance denial. Any grievance so designated shall not be appealed to the next higher step nor shall it be resubmitted as the designation of permanent means "not reviewable in any form whatsoever."

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

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

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

Step 4. In the event that the above steps fail to resolve the grievance, the president of the Lodge or his designee shall within seven (7) days from the date of the last reply serve notice to the City Manager of the desire of the employee for consideration of the grievance by the Hearing Board.

The Hearing Board shall consist of two (2) members appointed or named by the City Manager, and two (2) members appointed or named by the Lodge. A quorum shall consist of all four Hearing Board members. At this meeting the Hearing Board will review the facts as they relate to the interpretation and application of the contract and will review all evidence submitted. The Board may serve in a mediating capacity for the purpose of endeavoring to have the employer and the Lodge mutually agree on the issue under discussion.

In the event the Hearing Board is unsuccessful in facilitating a settlement of the dispute, the Lodge may refer the grievance to arbitration within ten (10) days from the date of the last meeting of the Hearing Board on the grievance.

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

Any unresolved grievance which relates to the interpretation, application or enforcement of any article(s) and section(s) of and/or addendums to this agreement and which has been fully and unfeignedly processed through each step of the grievance procedure, may be submitted to arbitration in accordance with the following.

1. Arbitration may be invoked by the Lodge upon written notice to the City of its intention to arbitrate. For the grievance(s) to be arbitrable, such "notice of intent" to arbitrate must specify the article(s) and section(s) of and/or addendum(s) to this agreement which have allegedly been violated.
2. The arbitrator shall limit his decision to the interpretation, application and enforcement of this agreement and he shall be without power or authority to make any decision:
 - (a) regarding any issues other than the issue(s) submitted to him;
 - (b) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement;
 - (c) changing, altering or modifying any policy or reasonable rule presently or in the future established by the City, so long as such policy or reasonable rule does not conflict with this agreement;
 - (d) granting any increases or decreases in wages and/or other benefits that are not covered in this agreement.
3. The arbitrator shall be without authority to require the City to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or city charter, the City cannot delegate, alienate or relinquish.
4. The arbitrator shall not consider any evidence submitted by either party which was not provided in the grievance procedure.
5. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
6. The grievance submitted to the American Arbitration Association may be withdrawn only by mutual consent. A grievance so withdrawn may not be reinstated except by mutual consent.

7. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Lodge.

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

IV SICK LEAVE

As stipulated in the City Personnel Rules.

V FUNERAL LEAVE

A maximum of three (3) days Funeral Leave time with pay may be utilized for attendance at funerals of an employee's immediate family, a maximum of two (2) days sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission from the department head in each individual case. Additional time off may be granted at the discretion of the Chief or his designee and City Manager. Immediate family shall be interpreted as including wife, husband, child, father, mother, sister, brother, father-in-law, mother-in-law. The employer is to be notified immediately of a death in the family and the extent of the expected absence.

VI VACATION LEAVE

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

ELIGIBILITY

All employees covered by this agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein.

Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to receive vacation leave credit until he has completed six (6) months of service at which time he will be credited with five (5) working days.

COMPUTATION OF BENEFITS

The maximum amount of vacation leave earned per year for each regular, full-time employee shall be as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
6 months to 1 year	5 working days
1 year to 10 years	10 working days
10 years to 15 years	15 working days
15 years and over	20 working days

Shift preference shall be on the basis of seniority and ability to perform the job among employees. The amount of seniority required to be eligible for the shift preference shall be one year.

- X COURT TIME
Compensation of Court appearances by off-duty personnel will be only that permitted by State Statute.
- XI LONGEVITY
As stipulated in City Personnel Rules.
- XII GROUP LIFE INSURANCE
As stipulated in City Personnel Rules. See Appendix B of Contract.
- XIII HOSPITAL - MEDICAL INSURANCE
As stipulated in City Personnel Rules for present group coverage City has in effect.
- XIV UNIFORMS
For the selection, procurement and issuance of uniforms, the City will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the employee, should the City decide that uniforms are appropriate for the employee's job.
- The City will arrange a suitable schedule for cleaning of uniform trousers and blazers for the Dispatchers and shirts and trousers for the Parking Enforcement Officers, as necessary, at City expense.
- XV LODGE BARGAINING COMMITTEE
The Bargaining Committee of the Lodge will consist of no more than two (2) employees of the unit and may include not more than one (1) non-employee representative. The Lodge will furnish the City with a written list of the employee bargaining committee prior to the first bargaining meeting. No more than one (1) on-duty member of the committee will be permitted time off for bargaining sessions. A City employee member of the Lodge bargaining committee will be paid for the time spent in negotiations with the City, but only for the straight time hours he would otherwise have worked had he worked his regular shift.
- XVI TERMINATION OF AGREEMENT
The agreement shall remain in full force and affect until 11:59 p.m. June 30, 1976, and for successive annual periods thereafter unless not more than one hundred twenty (120), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification, and such written notice shall have the effect of terminating this agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

XVII CLASSIFICATIONS AND SALARIES

The Classifications and Wages that are covered under the agreement are as outlined in Appendix A.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 9th day of July, 1974.

For the Lodge:

Sam E. Hankins
Robert C. Wood

For the City:

William Brubaker

Samuel R. Calizzi

APPENDIX A

Classifications and Salaries:

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

<u>CLASSIFICATION</u>	<u>FIRST YEAR</u>					
	<u>Beginning</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Parking Control Officer	8,360	8,525	8,685	9,035	9,400	9,780
Dispatcher	7,575	7,725	7,870	8,185	8,515	8,860
	<u>SECOND YEAR</u>					
	<u>Beginning</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Parking Control Officer	8,780	8,955	9,125	9,495	9,875	10,275
Dispatcher	8,115	8,275	8,435	8,770	9,125	9,500

APPENDIX B

GROUP LIFE INSURANCE

For the employees covered by this Agreement, effective January 1, 1975, the amount of life insurance as outlined in the Personnel Rules, Article X, Section II, will be amended to read as below, subject to the governing requirements of that Article.

<u>ANNUAL SALARY</u>	<u>AMOUNT OF POLICY</u>
Below \$8,000	\$5,000 Policy
Between \$8,000 and \$10,000	\$8,000 Policy
Over \$10,000	\$10,000 Policy