

70-72

Policemen

6/30/72

N.C.

Appendix: A

1970

AGREEMENT

///

BETWEEN

CITY OF LANSING, MICHIGAN

AND

CAPITOL CITY LODGE #141

FRATERNAL ORDER OF POLICE

Lansing

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

JUN 16 1972

address

John M. Hickey

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
		AGREEMENT	1
I		RECOGNITION OF THE LODGE	1
	1	Recognition	1
	2	Definition of the Bargaining Unit	1
II		MANAGEMENT RIGHTS	1
III		MANAGEMENT SECURITY	3
IV		LODGE SECURITY	4
V		LODGE BARGAINING COMMITTEE	5
	1	Number of the Lodge Bargaining Committee	5
	2	Pay for Lodge Bargaining Committee	6
VI		PROBATIONARY PERIOD	6
VII		SENIORITY	6
	1	Definitions	6
	2	Seniority Lists	7
VIII		LAYOFF AND RECALL	7
	1	Definition	7
	2	Order of Layoff	7
	3	Demotion in Lieu of Layoff	7
	4	Notice of Layoff	7
	5	Preferred Eligible Lists	7
IX		LOSS OF SENIORITY	8
X		LEAVE DAYS	8
	1	Definition	8
	2	Number	9
	3	Scheduling	9
	4	Changing	9
	5	Purpose	9
	6	Emergencies and Discipline	9
XI		VACATION LEAVE	9
	1	Amount	9
	2	Vacation Credit	10
	3	Pro-rated	10
	4	Scheduling	10
	5	Number	10
	6	Carry Over	11
	7	Reason	11

TABLE OF CONTENTS  
(Continued)

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
XII		HOURS AND RATES OF PAY	11
	1.-A	Work Day and Hours	11
	B	Pay Rates	11
	2	Overtime	11
	3	Call Back	12
	4	Scheduling	12
	5	Pyramiding	12
XIII		HOLIDAYS	12
XIV		LONGEVITY BONUS	13
XV		GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE	14
XVI		GROUP LIFE INSURANCE	14
XVII		SICK LEAVE	15
	1	Sick Leave with Pay	15
	2	Sick Leave Credit	15
	3	Sick Leave Recording	15
	4	Time Off, with Pay Credit	15
	5	Accrued Time Off, with Pay Credit	16
XVIII		LEAVES OF ABSENCE	16
	1	Forms	16
	2	Military Leave	16
	3	Military Reserve Leave	16
	4	Personal Business Leave	17
	5	Lodge Duties	17
XIX		BEREAVEMENT TIME	17
XX		MISCELLANEOUS	17
	1	Addresses and Telephone Numbers of Employees	17
	2	Bulletin Boards	18
	3	Effect of this Agreement	19
	4	Waiver Clause	19
	5	Special Meetings	19
	6	Productive Time	20
	7	Effect of Invalidity of Provision of this Agreement	20
	8	Uniforms	20
	9	Clothing	20
	10	Blazer Committee	21
	11	Uniform Maintenance	21
	12	Police Cruisers	21
	13	Gun Allowance	21

TABLE OF CONTENTS  
(Continued)

<u>ARTICLE</u>	<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
XXI		GRIEVANCE PROCEDURE	21
	1	Definition of a Grievance	21
	2	Steps of the Grievance Processing	21
	3	Rules of Grievance Processing	24
	4	Grievance Form	25
XXII		TERMS OF THIS AGREEMENT	27
	1	Ratification	27
	2	Effective and Termination Dates	27
APPENDIX A			28

AGREEMENT *re-submit*

This agreement is entered into between the City of Lansing, Michigan, hereinafter referred to as the "City", and Lodge No. 141 of the Fraternal Order of Police, 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 I

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 regular, full time, uniformed employees of the Police Department of the City of Lansing, Michigan, whose positions are classified ~~4~~ *patrolman I, detective III* through and including ~~III~~ *police tec. I, comm emp, dent. emp. 2e, 3e, poly sgt + 2 y* III, ~~except~~ *and etc.* all confidential employees of the Police Chief's Office, the Police Department Personnel Office, the Police Department Planning and Research Office.

~~and all Clerks IB through IIB~~ *all be 4 det II 1 cpl. are herein 3 9 det III and Sgts III, respectively.*

MANAGEMENT RIGHTS ✓ *omit n 9 # out.*

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 operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to 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 reductions 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 prescribe and assign job duties, content and classification, 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 cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs however, no rule or regulation shall be adopted hereafter

without notice to the Lodge; and its reasonableness may be subject to the grievance procedure; ~~(n)~~ to transfer, promote and demote employees from one classification, department or shift to another; ~~(o)~~ to select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work.

~~The City agrees that the rights of the Lodge are specifically listed herein, that all subjects not specifically listed herein are retained by the City and that the Lodge further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.~~

### ARTICLE III

#### 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 the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. 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.

AGENCY SHOP PROVISIONS ✓

A. Employees covered by this Agreement shall be required as a condition of continued employment to continue membership in the Lodge for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Lodge as of July 1, 1970 shall be required as a condition of continued employment to become members of the Lodge for the duration of this Agreement on or before the 10th day of July, 1971 or pay to the Lodge a sum equivalent to the initiation fee and membership dues as a charge for representation services.

C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Lodge for the duration of this Agreement on or before the 10th day of July, 1971 or pay to the Lodge a sum equivalent to the initial fee and membership dues as a charge for representation services.

D. An employee who shall tender an initial fee (if not already a member) and the periodical dues or a sum equivalent to the initial fee and periodical dues uniformly required of all employees in the bargaining units that are represented by the Lodge shall be determined to meet the conditions of this Agreement.

E. Employees of the bargaining units that are represented by the Lodge shall be determined to be in compliance with this Lodge security clause if they are not more than 60 days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.



F. The Employer shall be notified in writing by the Lodge of any employees in the bargaining units that are represented by the Lodge who are 60 days in arrears in payment of the membership dues or the sum equivalent.

G. The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Article or from complying with any request for termination of this Article.

ARTICLE IV

LODGE SECURITY

CHECKOFF

A. The City agrees to deduct from the pay of each employee covered hereby, the Lodge's dues during the second pay period of every month, subject to all of the following subsections.

B. 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.

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

Check-Off Authorization Form

Fraternal Order of Police, Lodge #141

Lansing, Michigan

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

This authorization shall remain in effect until by written notice to the City's Labor Relations Supervisor I request its revocation.

Print:      Rank      Last Name      First Name      Middle Initial

Signature \_\_\_\_\_

Date deduction  
is to start

Address \_\_\_\_\_

Month      Year

City      State

D. All Check-Off Authorization Forms shall be filed with the City's Labor Relations Supervisor who may return any incompleated, or incorrectly completed form to the Lodge's Treasurer, and no check off shall be made until such deficiency is corrected.

E. Beginning with the effective date of this agreement the Lodge shall furnish the City's Finance Director with a notarized list of all employees whose dues are to be deducted. This list shall give the employees rank, last name, first name, and middle initial in that order. It is further understood that no deduction will be made unless this list is presented as heretofore outlined.

F. 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 has duplicated a check-off deduction by direct payment to the Lodge.

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

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. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge.

#### ARTICLE V

##### LODGE BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Lodge will include not more than ~~four~~<sup>6</sup> (4) employees of the Lansing Police Department and may include not more than ~~one~~<sup>2</sup> (1) non employee representative. The Lodge will furnish the Labor Relations Supervisor with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

23.  
see P  
services  
of his  
half shift  
deemed  
n.w.h.p.

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

ARTICLE VI

PROBATIONARY PERIOD ✓

When a new employee is hired in the unit, he shall be considered as a probationary employee for the first 18 months of his continuous, regular, full-time employment. The Lodge shall represent probationary employees for all purposes including but not limited to rates of pay, wages, hours of employment, discipline, layoff, grievance, arbitration and trial board procedures; provided, however, after 12 months 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 provisions of this contract. An employee is presumed to have terminated his probationary period and obtain full time patrolman status at the end of 12 months unless the employer notifies him to the contrary after which the employer is allowed one 6-month extension of probationary period.

ARTICLE VII

SENIORITY ✓

SECTION 1. Definitions. Seniority shall mean the status attained by length of continuous service in ~~a particular rank.~~ <sup>the department</sup>

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 March of each year, and as soon as practicable the first year.

ARTICLE VIII

LAYOFF AND RECALL 6-4-4

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to 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 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. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

SECTION 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least <sup>30</sup> ~~seven (7)~~ 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 seniority for each rank from which 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 displaced.

B. Names shall remain on the lists for six (6) months 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 name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those ranks.

~~discharge~~

#### ARTICLE IX

#### LOSS OF SENIORITY

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

1. He resigns or quits.
2. He is discharged or terminated.
3. He retires.
4. He is convicted of a misdemeanor other than a traffic offense. (Excluding D.U.I.L.)
5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
6. He 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.

#### ARTICLE X

#### LEAVE DAYS

SECTION 1. Definition. Because policemen 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 month they are employed by the City, according to the following, monthly schedule, for a total of <sup>156</sup>104 leave days each year.

<u>MONTH</u>	<u>EARNED LEAVE DAYS</u>	<u>MONTH</u>	<u>EARNED LEAVE DAYS</u>
January	9 <sup>B</sup>	July	9
February	9	August	9
March	9	September	8
April	8	October	9
May	9	November	8
June	8	December	9

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, if they receive permission from the management representative who is in charge of scheduling.

<sup>260D</sup> SECTION 5. Employees who are eligible for an eleven (11) day vacation, as provided for in Article XI of this Agreement, may, with management approval, take not more than seven (7) leave days per year in conjunction with their vacation while employees who are eligible for a fifteen (15) day vacation may take not more than nine (9) leave days per year in conjunction with their vacation. <sup>over</sup>

<sup>260D</sup> SECTION 6. Emergencies and Discipline. Leave days as herein provided for, may be postponed for emergency or subpoena purposes, excluding civil, but leave days so postponed may be taken at a later date subject to management approval. Leave days may also be cancelled by the Chief of Police only as a form of disciplinary action.

ARTICLE XI

VACATION LEAVE

SECTION 1. Beginning with the first anniversary of an employees 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:

X-65.  $\sigma_2$  p couple,  $\gamma$  80  $\sigma_2$  ~~8~~ 15  $\sigma_2$



Length of Service

Annual Vacation Leave

1 but less than 11 years  
11 years or more

~~20~~ 11 Work Days  
~~25~~ 15 Work Days

SECTION 2. Vacation leave credit shall be based on length of continuous service. 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 <sup>be taken based upon seniority</sup> accrue from the date an employee enters the service of the City. <sup>The vacation is (1/4) 4 quarters</sup> Vacation leave shall be granted to employees <sup>to select 29 (2 as 2 quarters - 1/4 1/4) 1/2</sup> covered hereby, by the management representative of the Police Department who <sup>is in charge of scheduling vacations and such vacations will be granted at such</sup> is in charge of scheduling vacations and such vacations will be granted at such <sup>4, 1/4, 1/2, 3/4, 1, 1 1/4, 1 1/2, 1 3/4, 2, 2 1/4, 2 1/2, 2 3/4, 3, 3 1/4, 3 1/2, 3 3/4, 4, 4 1/4, 4 1/2, 4 3/4, 5, 5 1/4, 5 1/2, 5 3/4, 6, 6 1/4, 6 1/2, 6 3/4, 7, 7 1/4, 7 1/2, 7 3/4, 8, 8 1/4, 8 1/2, 8 3/4, 9, 9 1/4, 9 1/2, 9 3/4, 10, 10 1/4, 10 1/2, 10 3/4, 11, 11 1/4, 11 1/2, 11 3/4, 12, 12 1/4, 12 1/2, 12 3/4, 13, 13 1/4, 13 1/2, 13 3/4, 14, 14 1/4, 14 1/2, 14 3/4, 15, 15 1/4, 15 1/2, 15 3/4, 16, 16 1/4, 16 1/2, 16 3/4, 17, 17 1/4, 17 1/2, 17 3/4, 18, 18 1/4, 18 1/2, 18 3/4, 19, 19 1/4, 19 1/2, 19 3/4, 20, 20 1/4, 20 1/2, 20 3/4, 21, 21 1/4, 21 1/2, 21 3/4, 22, 22 1/4, 22 1/2, 22 3/4, 23, 23 1/4, 23 1/2, 23 3/4, 24, 24 1/4, 24 1/2, 24 3/4, 25, 25 1/4, 25 1/2, 25 3/4, 26, 26 1/4, 26 1/2, 26 3/4, 27, 27 1/4, 27 1/2, 27 3/4, 28, 28 1/4, 28 1/2, 28 3/4, 29, 29 1/4, 29 1/2, 29 3/4, 30, 30 1/4, 30 1/2, 30 3/4, 31, 31 1/4, 31 1/2, 31 3/4, 32, 32 1/4, 32 1/2, 32 3/4, 33, 33 1/4, 33 1/2, 33 3/4, 34, 34 1/4, 34 1/2, 34 3/4, 35, 35 1/4, 35 1/2, 35 3/4, 36, 36 1/4, 36 1/2, 36 3/4, 37, 37 1/4, 37 1/2, 37 3/4, 38, 38 1/4, 38 1/2, 38 3/4, 39, 39 1/4, 39 1/2, 39 3/4, 40, 40 1/4, 40 1/2, 40 3/4, 41, 41 1/4, 41 1/2, 41 3/4, 42, 42 1/4, 42 1/2, 42 3/4, 43, 43 1/4, 43 1/2, 43 3/4, 44, 44 1/4, 44 1/2, 44 3/4, 45, 45 1/4, 45 1/2, 45 3/4, 46, 46 1/4, 46 1/2, 46 3/4, 47, 47 1/4, 47 1/2, 47 3/4, 48, 48 1/4, 48 1/2, 48 3/4, 49, 49 1/4, 49 1/2, 49 3/4, 50, 50 1/4, 50 1/2, 50 3/4, 51, 51 1/4, 51 1/2, 51 3/4, 52, 52 1/4, 52 1/2, 52 3/4, 53, 53 1/4, 53 1/2, 53 3/4, 54, 54 1/4, 54 1/2, 54 3/4, 55, 55 1/4, 55 1/2, 55 3/4, 56, 56 1/4, 56 1/2, 56 3/4, 57, 57 1/4, 57 1/2, 57 3/4, 58, 58 1/4, 58 1/2, 58 3/4, 59, 59 1/4, 59 1/2, 59 3/4, 60, 60 1/4, 60 1/2, 60 3/4, 61, 61 1/4, 61 1/2, 61 3/4, 62, 62 1/4, 62 1/2, 62 3/4, 63, 63 1/4, 63 1/2, 63 3/4, 64, 64 1/4, 64 1/2, 64 3/4, 65, 65 1/4, 65 1/2, 65 3/4, 66, 66 1/4, 66 1/2, 66 3/4, 67, 67 1/4, 67 1/2, 67 3/4, 68, 68 1/4, 68 1/2, 68 3/4, 69, 69 1/4, 69 1/2, 69 3/4, 70, 70 1/4, 70 1/2, 70 3/4, 71, 71 1/4, 71 1/2, 71 3/4, 72, 72 1/4, 72 1/2, 72 3/4, 73, 73 1/4, 73 1/2, 73 3/4, 74, 74 1/4, 74 1/2, 74 3/4, 75, 75 1/4, 75 1/2, 75 3/4, 76, 76 1/4, 76 1/2, 76 3/4, 77, 77 1/4, 77 1/2, 77 3/4, 78, 78 1/4, 78 1/2, 78 3/4, 79, 79 1/4, 79 1/2, 79 3/4, 80, 80 1/4, 80 1/2, 80 3/4, 81, 81 1/4, 81 1/2, 81 3/4, 82, 82 1/4, 82 1/2, 82 3/4, 83, 83 1/4, 83 1/2, 83 3/4, 84, 84 1/4, 84 1/2, 84 3/4, 85, 85 1/4, 85 1/2, 85 3/4, 86, 86 1/4, 86 1/2, 86 3/4, 87, 87 1/4, 87 1/2, 87 3/4, 88, 88 1/4, 88 1/2, 88 3/4, 89, 89 1/4, 89 1/2, 89 3/4, 90, 90 1/4, 90 1/2, 90 3/4, 91, 91 1/4, 91 1/2, 91 3/4, 92, 92 1/4, 92 1/2, 92 3/4, 93, 93 1/4, 93 1/2, 93 3/4, 94, 94 1/4, 94 1/2, 94 3/4, 95, 95 1/4, 95 1/2, 95 3/4, 96, 96 1/4, 96 1/2, 96 3/4, 97, 97 1/4, 97 1/2, 97 3/4, 98, 98 1/4, 98 1/2, 98 3/4, 99, 99 1/4, 99 1/2, 99 3/4, 100, 100 1/4, 100 1/2, 100 3/4, 101, 101 1/4, 101 1/2, 101 3/4, 102, 102 1/4, 102 1/2, 102 3/4, 103, 103 1/4, 103 1/2, 103 3/4, 104, 104 1/4, 104 1/2, 104 3/4, 105, 105 1/4, 105 1/2, 105 3/4, 106, 106 1/4, 106 1/2, 106 3/4, 107, 107 1/4, 107 1/2, 107 3/4, 108, 108 1/4, 108 1/2, 108 3/4, 109, 109 1/4, 109 1/2, 109 3/4, 110, 110 1/4, 110 1/2, 110 3/4, 111, 111 1/4, 111 1/2, 111 3/4, 112, 112 1/4, 112 1/2, 112 3/4, 113, 113 1/4, 113 1/2, 113 3/4, 114, 114 1/4, 114 1/2, 114 3/4, 115, 115 1/4, 115 1/2, 115 3/4, 116, 116 1/4, 116 1/2, 116 3/4, 117, 117 1/4, 117 1/2, 117 3/4, 118, 118 1/4, 118 1/2, 118 3/4, 119, 119 1/4, 119 1/2, 119 3/4, 120, 120 1/4, 120 1/2, 120 3/4, 121, 121 1/4, 121 1/2, 121 3/4, 122, 122 1/4, 122 1/2, 122 3/4, 123, 123 1/4, 123 1/2, 123 3/4, 124, 124 1/4, 124 1/2, 124 3/4, 125, 125 1/4, 125 1/2, 125 3/4, 126, 126 1/4, 126 1/2, 126 3/4, 127, 127 1/4, 127 1/2, 127 3/4, 128, 128 1/4, 128 1/2, 128 3/4, 129, 129 1/4, 129 1/2, 129 3/4, 130, 130 1/4, 130 1/2, 130 3/4, 131, 131 1/4, 131 1/2, 131 3/4, 132, 132 1/4, 132 1/2, 132 3/4, 133, 133 1/4, 133 1/2, 133 3/4, 134, 134 1/4, 134 1/2, 134 3/4, 135, 135 1/4, 135 1/2, 135 3/4, 136, 136 1/4, 136 1/2, 136 3/4, 137, 137 1/4, 137 1/2, 137 3/4, 138, 138 1/4, 138 1/2, 138 3/4, 139, 139 1/4, 139 1/2, 139 3/4, 140, 140 1/4, 140 1/2, 140 3/4, 141, 141 1/4, 141 1/2, 141 3/4, 142, 142 1/4, 142 1/2, 142 3/4, 143, 143 1/4, 143 1/2, 143 3/4, 144, 144 1/4, 144 1/2, 144 3/4, 145, 145 1/4, 145 1/2, 145 3/4, 146, 146 1/4, 146 1/2, 146 3/4, 147, 147 1/4, 147 1/2, 147 3/4, 148, 148 1/4, 148 1/2, 148 3/4, 149, 149 1/4, 149 1/2, 149 3/4, 150, 150 1/4, 150 1/2, 150 3/4, 151, 151 1/4, 151 1/2, 151 3/4, 152, 152 1/4, 152 1/2, 152 3/4, 153, 153 1/4, 153 1/2, 153 3/4, 154, 154 1/4, 154 1/2, 154 3/4, 155, 155 1/4, 155 1/2, 155 3/4, 156, 156 1/4, 156 1/2, 156 3/4, 157, 157 1/4, 157 1/2, 157 3/4, 158, 158 1/4, 158 1/2, 158 3/4, 159, 159 1/4, 159 1/2, 159 3/4, 160, 160 1/4, 160 1/2, 160 3/4, 161, 161 1/4, 161 1/2, 161 3/4, 162, 162 1/4, 162 1/2, 162 3/4, 163, 163 1/4, 163 1/2, 163 3/4, 164, 164 1/4, 164 1/2, 164 3/4, 165, 165 1/4, 165 1/2, 165 3/4, 166, 166 1/4, 166 1/2, 166 3/4, 167, 167 1/4, 167 1/2, 167 3/4, 168, 168 1/4, 168 1/2, 168 3/4, 169, 169 1/4, 169 1/2, 169 3/4, 170, 170 1/4, 170 1/2, 170 3/4, 171, 171 1/4, 171 1/2, 171 3/4, 172, 172 1/4, 172 1/2, 172 3/4, 173, 173 1/4, 173 1/2, 173 3/4, 174, 174 1/4, 174 1/2, 174 3/4, 175, 175 1/4, 175 1/2, 175 3/4, 176, 176 1/4, 176 1/2, 176 3/4, 177, 177 1/4, 177 1/2, 177 3/4, 178, 178 1/4, 178 1/2, 178 3/4, 179, 179 1/4, 179 1/2, 179 3/4, 180, 180 1/4, 180 1/2, 180 3/4, 181, 181 1/4, 181 1/2, 181 3/4, 182, 182 1/4, 182 1/2, 182 3/4, 183, 183 1/4, 183 1/2, 183 3/4, 184, 184 1/4, 184 1/2, 184 3/4, 185, 185 1/4, 185 1/2, 185 3/4, 186, 186 1/4, 186 1/2, 186 3/4, 187, 187 1/4, 187 1/2, 187 3/4, 188, 188 1/4, 188 1/2, 188 3/4, 189, 189 1/4, 189 1/2, 189 3/4, 190, 190 1/4, 190 1/2, 190 3/4, 191, 191 1/4, 191 1/2, 191 3/4, 192, 192 1/4, 192 1/2, 192 3/4, 193, 193 1/4, 193 1/2, 193 3/4, 194, 194 1/4, 194 1/2, 194 3/4, 195, 195 1/4, 195 1/2, 195 3/4, 196, 196 1/4, 196 1/2, 196 3/4, 197, 197 1/4, 197 1/2, 197 3/4, 198, 198 1/4, 198 1/2, 198 3/4, 199, 199 1/4, 199 1/2, 199 3/4, 200, 200 1/4, 200 1/2, 200 3/4, 201, 201 1/4, 201 1/2, 201 3/4, 202, 202 1/4, 202 1/2, 202 3/4, 203, 203 1/4, 203 1/2, 203 3/4, 204, 204 1/4, 204 1/2, 204 3/4, 205, 205 1/4, 205 1/2, 205 3/4, 206, 206 1/4, 206 1/2, 206 3/4, 207, 207 1/4, 207 1/2, 207 3/4, 208, 208 1/4, 208 1/2, 208 3/4, 209, 209 1/4, 209 1/2, 209 3/4, 210, 210 1/4, 210 1/2, 210 3/4, 211, 211 1/4, 211 1/2, 211 3/4, 212, 212 1/4, 212 1/2, 212 3/4, 213, 213 1/4, 213 1/2, 213 3/4, 214, 214 1/4, 214 1/2, 214 3/4, 215, 215 1/4, 215 1/2, 215 3/4, 216, 216 1/4, 216 1/2, 216 3/4, 217, 217 1/4, 217 1/2, 217 3/4, 218, 218 1/4, 218 1/2, 218 3/4, 219, 219 1/4, 219 1/2, 219 3/4, 220, 220 1/4, 220 1/2, 220 3/4, 221, 221 1/4, 221 1/2, 221 3/4, 222, 222 1/4, 222 1/2, 222 3/4, 223, 223 1/4, 223 1/2, 223 3/4, 224, 224 1/4, 224 1/2, 224 3/4, 225, 225 1/4, 225 1/2, 225 3/4, 226, 226 1/4, 226 1/2, 226 3/4, 227, 227 1/4, 227 1/2, 227 3/4, 228, 228 1/4, 228 1/2, 228 3/4, 229, 229 1/4, 229 1/2, 229 3/4, 230, 230 1/4, 230 1/2, 230 3/4, 231, 231 1/4, 231 1/2, 231 3/4, 232, 232 1/4, 232 1/2, 232 3/4, 233, 233 1/4, 233 1/2, 233 3/4, 234, 234 1/4, 234 1/2, 234 3/4, 235, 235 1/4, 235 1/2, 235 3/4, 236, 236 1/4, 236 1/2, 236 3/4, 237, 237 1/4, 237 1/2, 237 3/4, 238, 238 1/4, 238 1/2, 238 3/4, 239, 239 1/4, 239 1/2, 239 3/4, 240, 240 1/4, 240 1/2, 240 3/4, 241, 241 1/4, 241 1/2, 241 3/4, 242, 242 1/4, 242 1/2, 242 3/4, 243, 243 1/4, 243 1/2, 243 3/4, 244, 244 1/4, 244 1/2, 244 3/4, 245, 245 1/4, 245 1/2, 245 3/4, 246, 246 1/4, 246 1/2, 246 3/4, 247, 247 1/4, 247 1/2, 247 3/4, 248, 248 1/4, 248 1/2, 248 3/4, 249, 249 1/4, 249 1/2, 249 3/4, 250, 250 1/4, 250 1/2, 250 3/4, 251, 251 1/4, 251 1/2, 251 3/4, 252, 252 1/4, 252 1/2, 252 3/4, 253, 253 1/4, 253 1/2, 253 3/4, 254, 254 1/4, 254 1/2, 254 3/4, 255, 255 1/4, 255 1/2, 255 3/4, 256, 256 1/4, 256 1/2, 256 3/4, 257, 257 1/4, 257 1/2, 257 3/4, 258, 258 1/4, 258 1/2, 258 3/4, 259, 259 1/4, 259 1/2, 259 3/4, 260, 260 1/4, 260 1/2, 260 3/4, 261, 261 1/4, 261 1/2, 261 3/4, 262, 262 1/4, 262 1/2, 262 3/4, 263, 263 1/4, 263 1/2, 263 3/4, 264, 264 1/4, 264 1/2, 264 3/4, 265, 265 1/4, 265 1/2, 265 3/4, 266, 266 1/4, 266 1/2, 266 3/4, 267, 267 1/4, 267 1/2, 267 3/4, 268, 268 1/4, 268 1/2, 268 3/4, 269, 269 1/4, 269 1/2, 269 3/4, 270, 270 1/4, 270 1/2, 270 3/4, 271, 271 1/4, 271 1/2, 271 3/4, 272, 272 1/4, 272 1/2, 272 3/4, 273, 273 1/4, 273 1/2, 273 3/4, 274, 274 1/4, 274 1/2, 274 3/4, 275, 275 1/4, 275 1/2, 275 3/4, 276, 276 1/4, 276 1/2, 276 3/4, 277, 277 1/4, 277 1/2, 277 3/4, 278, 278 1/4, 278 1/2, 278 3/4, 279, 279 1/4, 279 1/2, 279 3/4, 280, 280 1/4, 280 1/2, 280 3/4, 281, 281 1/4, 281 1/2, 281 3/4, 282, 282 1/4, 282 1/2, 282 3/4, 283, 283 1/4, 283 1/2, 283 3/4, 284, 284 1/4, 284 1/2, 284 3/4, 285, 285 1/4, 285 1/2, 285 3/4, 286, 286 1/4, 286 1/2, 286 3/4, 287, 287 1/4, 287 1/2, 287 3/4, 288, 288 1/4, 288 1/2, 288 3/4, 289, 289 1/4, 289 1/2, 289 3/4, 290, 290 1/4, 290 1/2, 290 3/4, 291, 291 1/4, 291 1/2, 291 3/4, 292, 292 1/4, 292 1/2, 292 3/4, 293, 293 1/4, 293 1/2, 293 3/4, 294, 294 1/4, 294 1/2, 294 3/4, 295, 295 1/4, 295 1/2, 295 3/4, 296, 296 1/4, 296 1/2, 296 3/4, 297, 297 1/4, 297 1/2, 297 3/4, 298, 298 1/4, 298 1/2, 298 3/4, 299, 299 1/4, 299 1/2, 299 3/4, 300, 300 1/4, 300 1/2, 300 3/4, 301, 301 1/4, 301 1/2, 301 3/4, 302, 302 1/4, 302 1/2, 302 3/4, 303, 303 1/4, 303 1/2, 303 3/4, 304, 304 1/4, 304 1/2, 304 3/4, 305, 305 1/4, 305 1/2, 305 3/4, 306, 306 1/4, 306 1/2, 306 3/4, 307, 307 1/4, 307 1/2, 307 3/4, 308, 308 1/4, 308 1/2, 308 3/4, 309, 309 1/4, 309 1/2, 309 3/4, 310, 310 1/4, 310 1/2, 310 3/4, 311, 311 1/4, 311 1/2, 311 3/4, 312, 312 1/4, 312 1/2, 312 3/4, 313, 313 1/4, 313 1/2, 313 3/4, 314, 314 1/4, 314 1/2, 314 3/4, 315, 315 1/4, 315 1/2, 315 3/4, 316, 316 1/4, 316 1/2, 316 3/4, 317, 317 1/4, 317 1/2, 317 3/4, 318, 318 1/4, 318 1/2, 318 3/4, 319, 319 1/4, 319 1/2, 319 3/4, 320, 320 1/4, 320 1/2, 320 3/4, 321, 321 1/4, 321 1/2, 321 3/4, 322, 322 1/4, 322 1/2, 322 3/4, 323, 323 1/4, 323 1/2, 323 3/4, 324, 324 1/4, 324 1/2, 324 3/4, 325, 325 1/4, 325 1/2, 325 3/4, 326, 326 1/4, 326 1/2, 326 3/4, 327, 327 1/4, 327 1/2, 327 3/4, 328, 328 1/4, 328 1/2, 328 3/4, 329, 329 1/4, 329 1/2, 329 3/4, 330, 330 1/4, 330 1/2, 330 3/4, 331, 331 1/4, 331 1/2, 331 3/4, 332, 332 1/4, 332 1/2, 332 3/4, 333, 333 1/4, 333 1/2, 333 3/4, 334, 334 1/4, 334 1/2, 334 3/4, 335, 335 1/4, 335 1/2, 335 3/4, 336, 336 1/4, 336 1/2, 336 3/4, 337, 337 1/4, 337 1/2, 337 3/4, 338, 338 1/4, 338 1/2, 338 3/4, 339, 339 1/4, 339 1/2, 339 3/4, 340, 340 1/4, 340 1/2, 340 3/4, 341, 341 1/4, 341 1/2, 341 3/4, 342, 342 1/4, 342 1/2, 342 3/4, 343, 343 1/4, 343 1/2, 343 3/4, 344, 344 1/4, 344 1/2, 344 3/4, 345, 345 1/4, 345 1/2, 345 3/4, 346, 346 1/4, 346 1/2, 346 3/4, 347, 347 1/4, 347 1/2, 347 3/4, 348, 348 1/4, 348 1/2, 348 3/4, 349, 349 1/4, 349 1/2, 349 3/4, 350, 350 1/4, 350 1/2, 350 3/4, 351, 351 1/4, 351 1/2, 351 3/4, 352, 352 1/4, 352 1/2, 352 3/4, 353, 353 1/4, 353 1/2, 353 3/4, 354, 354 1/4, 354 1/2, 354 3/4, 355, 355 1/4, 355 1/2, 355 3/4, 356, 356 1/4, 356 1/2, 356 3/4, 357, 357 1/4, 357 1/2, 357 3/4, 358, 358 1/4, 358 1/2, 358 3/4, 359, 359 1/4, 359 1/2, 359 3/4, 360, 360 1/4, 360 1/2, 360 3/4, 361, 361 1/4, 361 1/2, 361 3/4, 362, 362 1/4, 362 1/2, 362 3/4, 363, 363 1/4, 363 1/2, 363 3/4, 364, 364 1/4, 364 1/2, 364 3/4, 365, 365 1/4, 365 1/2, 365 3/4, 366, 366 1/4, 366 1/2, 366 3/4, 367, 367 1/4, 367 1/2, 367 3/4, 368, 368 1/4, 368 1/2, 368 3/4, 369, 369 1/4, 369 1/2, 369 3/4, 370, 370 1/4, 370 1/2, 370 3/4, 371, 371 1/4, 371 1/2, 371 3/4, 372, 372 1/4, 372 1/2, 372 3/4, 373, 373 1/4, 373 1/2, 373 3/4, 374, 374 1/4, 374 1/2, 374 3/4, 375, 375 1/4, 375 1/2, 375 3/4, 376, 376 1/4, 376 1/2, 376 3/4, 377, 377 1/4, 377 1/2, 377 3/4, 378, 378 1/4, 378 1/2, 378 3/4, 379, 379 1/4, 379 1/2, 379 3/4, 380, 380 1/4, 380 1/2, 380 3/4, 381, 381 1/4, 381 1/2, 381 3/4, 382, 382 1/4, 38</sup>

*a vacation of 2 quarters or 1*

*to any quarter may be carried over to*  
SECTION 6. Unused vacation leave, not to exceed five (5) work days may be carried over from one year to the next, if occasions arise which would prevent an employee from taking his earned vacation. One complete vacation leave may include authorized carryover from the previous year, but no carryover may take place without the written approval of the Chief of Police.

*2000*  
SECTION 7. Where possible, all vacations shall start on Saturdays. The purpose of starting vacations on Saturdays, plus allowing the use of leave days, pursuant to Article X, Section 5 of this agreement, is to permit eighteen (18) consecutive days off with pay for eleven (11) day vacations, and twenty-four (24) consecutive days off with pay for fifteen (15) day vacations.

ARTICLE XII

*4-40*

HOURS AND RATES OF PAY

*all new*  
SECTION 1. A. Work Day and Hours. Employees covered hereby are required to be on duty a minimum of eight <sup>10</sup> (8) hours during each scheduled duty day, excepting as excused by management.

B. Pay Rates. Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof.

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 his normal scheduled work day or normal scheduled work week, when authorized by the department head. It does ~~not~~ include training sessions, consultations with prosecuting officials or signing of complaints, but, if directed by the officer in command of the Department and performed by an off-duty officer, said officer shall be compensated at the hourly rate of that officer for the time actually worked, but not less than one (1) hour.

All officers ~~on duty~~ shall be paid for overtime at one and one-half (1½) times his regular hourly rate.



ARTICLE XIV

LONGEVITY BONUS

Following his 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 retirement.

An employee's longevity bonus shall be computed as a percentage of an employees regular annual base salary which he 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 made for that portion of an employee's annual earnings which is in excess of \$8,000.00.~~

Payment of longevity bonus to an employee who becomes eligible by October 1st, of any year shall be due the subsequent December 1st, except that an employee whose service with the City terminates for any reason between October 1st and December 1st of any year, shall be paid longevity bonus upon termination of his employment.

ARTICLE XV

45

GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

The City will make available to an employee covered hereby a Blue Cross/ Blue Shield Plan of hospital, medical, and surgical insurance.

(Beginning 7-1-70 the City will make available to an employee covered hereby, and in place of the Blue Cross/Blue Shield Plans of hospital, medical and surgical insurance, currently in existence a Blue Cross/Blue Shield (MVF-2 with ML and \$2.00 prescription drug riders) Plan of hospital medical and surgical insurance.

An employee shall become covered by insurance through his completion of the required forms (at time of hire, rehire, or during an annual enrollment period), and his acceptance by Blue Cross/ Blue Shield 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 of this coverage, the fundamental provisions of the present coverage will not be changed.

For an employee covered hereby, the City will pay one hundred percent (100%) of the premium for single-person or full family ward coverage, after the first 6 months of employment with the City for employees covered hereby. New employees are required to authorize payroll deductions for the premium cost of the group hospital and medical-surgical insurance during the first six (6) months of their service with the City. The employee will pay, by payroll deduction, the balance of the total premium due for service he has selected which is more expensive than ward coverage. Such deduction and any other deduction pursuant to this Agreement, will not be made from pay for the same payroll period.

*Handwritten notes:* #1.2 phy 2, blood profile test 1, 2, 3, dental, BC/BS, retirement

ARTICLE XVI

GROUP LIFE INSURANCE

The City will provide to an employee covered hereby, life insurance coverage for himself, without cost to him, and it will make available to him at reasonable cost to him, coverage for his spouse and child or children, all as set forth in

a booklet, explaining this "Group Life Insurance Plan", which shall be available at the City's Personnel Office.

ARTICLE XVII

SICK LEAVE

SECTION 1. Sick Leave with Pay. During the period of his absence from work due to his illness or injury, an employee will be paid from his time-off, with pay, credit hereinafter provided for.

An employee who falls ill or is injured and who expects to be off work so as to use his time off with pay credit must notify the Police Chief, or his designated representative as promptly as is practicable under the circumstances, but in any event, prior to the start of any scheduled shift. His failure to do so shall result in denial of his claim against paid time off.

A physicians certificate may be required by the Police Chief or his designated representative before the employee returns to duty. 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 Department on the date of an employee's return from any absence chargeable to his time off, with pay, credit. Falsification of any sick leave affidavit shall be cause of discharge.

SECTION 2. Sick Leave Credit. Sick leave credit will not be allowed against the time off, with pay credit in advance of being earned or in anticipation of future credits. If an employee does not have sufficient time off, with pay credit from which sick leave credit is to be deducted, 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. (A) Employees covered hereby shall be credited with one (1) day (eight <sup>10 1/2</sup> (8) hours) of time off, with pay upon completion of each calendar month of service up to a maximum accumulation of ~~one hundred~~ <sup>days</sup> ~~thirty (130) days,~~ which he may use as set forth in this Article and Article XV.

SECTION 5. Accrued Time Off, with Pay Credit. An employee or his beneficiary will be paid for ~~one half (1/2)~~ <sup>his</sup> of his unused accrued time off with pay credit at the date of his retirement or death, ~~not exceeding sixty (60) 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 unused~~ <sup>who otherwise leaves the City's service by 7 1/2 hr of out 608</sup> accrued time off, with pay, credit when he leaves.

~~46.45~~  
~~270000~~  
~~BT~~

ARTICLE XVIII  
LEAVES OF ABSENCE <sup>89</sup>

SECTION 1. Forms. All leaves of absence for employees covered hereby, shall be initiated by the Police Chief on a change of status notice form and approved by the City's Personnel Director.

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 Section 16, Chapter 16, of 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 calendar days per year. Any such leave in excess of fourteen (14) calendar days per calendar year shall be charged against an employees vacation leave. Requests to the Police Chief and to the City's Personnel Director for Military Reserve Leave of Absence must be accompanied by a written order from

the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become active members of an Armed Forces Reserve Unit must secure written permission from the Police Chief.

*A* SECTION 4. Personal Business Leave. 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 his family; 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 and Personnel Director may require and shall be granted for periods not longer than 90 days unless extensions are approved at the discretion of the Police Chief and Personnel Director.

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. Two <sup>4</sup>(2) men for ~~two~~ <sup>4</sup>(2) days every other calendar year to attend F.O.P. national meetings
- B. Four <sup>8</sup>(4) men for ~~three~~ <sup>6</sup>(3) days to attend the F.O.P. State of Michigan meetings each calendar year.

*(C) 11-2-MSU  
dictation*

ARTICLE XIX

BEREAVEMENT TIME

Departmental policy IV-H of the Rules and Regulations Section of the General Orders of the Police Department is made a part of this agreement by reference.

ARTICLE XX

MISCELLANEOUS

SECTION 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, should keep the City currently advised of his correct mailing address and of his telephone number, if any.



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

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

The City shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for his failure to receive notice which arises from his 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, verbal or written, between any of the parties hereto or between any of them and any employee(s) covered hereby. *all y 1/10/63*

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. The employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5p.m. at a time and place which is mutually

agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings, who shall be full time employees of the City of Lansing.

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 ( $\frac{1}{2}$ ) 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 Provision of this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, 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.

1. Shoes and overshoes for all policemen and motor cycle boots for motor cycle patrolmen. *2 circled items on Paul's list*

SECTION 9. Clothing. Any officer required to use ordinary street clothes as a part of his duties shall receive a clothing allowance in the sum of <sup>400.00</sup> \$200.00 prorated on a quarterly basis.

*short sleeve open collar*

SECTION 10. Blazer Committee. A committee shall be established consisting of one representative from the Department, one representative from the F.O.P. and a third disinterested person from the clothing design world who shall design and customize a blazer for the Lansing Police Department, to be used in all non-patrol duties. Said blazer shall be submitted for study at a special meeting.

SECTION 11. Uniform Maintenance. Dry cleaning and laundering of officers uniforms shall be paid by the City, ~~not to exceed \$60.00 per annum beginning 7-1-71.~~

SECTION 12. Police Cruisers. ~~Effective 7-1-71~~ *all* replacement police cruisers shall have power windows to be operated from the driver's position. All such cars shall be equiped with power door locks and a suitable protective screen, *air cond.*

SECTION 13. Gun Allowance. ~~Effective 7-1-71, a gun allowance of \$150.00 per year shall be given to every officer.~~ *2/CP 19 or 2000*

*d.14. bigger lockers by the way*  
*d.15. 2 or 3*

*1 (8) 2 or 3* ARTICLE XXI  
*d.17. dispatcher over →*

GRIEVANCE PROCEDURE

★ 10 SECTION 1. Definition of a Grievance. A grievance is defined as a claim reasonably and sensibly founded of a violation of this agreement and/or of the Rules and Regulations Section of the General Orders of the Police Department as approved by the Police Board. 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 their definition shall be automatically denied as not constituting a valid grievance.

SECTION 2. Steps of the Grievance Processing. An employee at anytime may present a grievance to his immediate supervisor and have the grievance adjusted, without intervention of the employees representative, if the adjustment is not

Dispatchers

shall have a separate room, air-cond.  
shall be on duty at all times

inconsistent with the terms of this agreement provided that the employees representative has been given 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 3, 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 the day following the employee contact shall present the written grievance to the grievant's Command Officer. The Command Officer, no more than two (2) days later, shall write his answer on the form and return it to the Steward.

STEP 2. If the Command Officer's answer in Step 1, denying a grievance, is not satisfactory to the grievant, the representative of the Lodge may, within two (2) days thereafter, present it to the Police Chief or his designated representative who shall answer it, in writing, on the form, no more than two (2) days later.

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

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

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

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

The Appeal Board shall consist of the City Personnel Director and one other member of the City Administration Staff and two (2) representatives of the Lodge. The Appeal Board shall meet within seven (7) days of the Lodge's appeal to it. Upon receipt of the aforementioned request from the Lodge's President or his designee, the Personnel Director shall designate the time, date and location of the meeting(s) and shall notify the Lodge in writing at least two (2) days prior to the meeting(s). A quorum shall consist of all four Appeal Board members. At this meeting the Appeal Board will review the facts as they relate to the interpretation and application of the contract. If, at the end of fifteen (15) days and after at least two (2) meetings, the Appeal Board is unable to resolve the issue, a fifth person to be selected by the four members of the Appeal Board, shall be called upon to join the Board.

STEP 5. If the parties cannot agree on an impartial person, they shall request a list of names from the Michigan Employment Relations Commission and by mutual agreement, select the fifth person. The Appeal Board Parties, prior to the time any hearing is held by the arbitrator, shall mutually agree to the question to be decided and shall then transmit this question to the arbitrator who shall render his decision according to all of the following:

1. The arbitrator shall answer in writing, within thirty days (30) after the hearing, only the question as above submitted according to the application and interpretation of this agreement.
2. The arbitrator is specifically prohibited from adding to, subtracting from, or modifying this agreement in whole or in part and he is further prohibited from rendering any decision con-

cerning the definition of the bargaining unit as defined in Article III, or any provision of Article II of this Agreement.

3. The arbitrator is also prohibited from rendering any decision which is contrary to the Public Policy of this City or State, any decision in violation of this provision may be reviewable by a court of competent jurisdiction who has the power only to set aside the decision.
4. The award of the arbitrator shall be the award of the Appeal Board and it shall be final and binding, providing three as above stated has not been violated, 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. Any expense incurred in the payment of fees to the arbitrator shall be paid equally by the parties to this agreement.
7. The arbitrators decision shall be based only upon the written briefs submitted to him from either party at a hearing.
8. An arbitrator is prohibited from deciding multiple issues. More than one issue may be surrounding a grievance, but the arbitrator shall decide only the issue submitted to him.

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.
- B. No grievance shall be valid for more than five (5) work 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 4. Grievance Form.

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Alleged Provision Violated: \_\_\_\_\_

Statement of Facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposed Solution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Lodge Representative's Signature

\_\_\_\_\_  
Employee's Signature

Step I. Receipt Date: \_\_\_\_\_

\_\_\_\_\_  
Command Officer's Signature

Command Officer's Recommendation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Lodge Representative's  
Signature

\_\_\_\_\_  
Return Date

\_\_\_\_\_  
Command Officer's Signature

Step II Receipt Date \_\_\_\_\_

Police Chief's Signature \_\_\_\_\_

Police Chief's Recommendation: \_\_\_\_\_

Lodge Representative's Signature \_\_\_\_\_

Return Date \_\_\_\_\_

Police Chief's Signature \_\_\_\_\_

Step III Receipt Date: \_\_\_\_\_

Labor Relation's Supv. Signature \_\_\_\_\_

Labor Relations Supervisor's Recommendation: \_\_\_\_\_

President's Signature \_\_\_\_\_

Return Date \_\_\_\_\_

Labor Relations Supv. Signature \_\_\_\_\_

Final disposition by Appeal Board or an arbitrator: \_\_\_\_\_

~~art - y rep. (stewards) - w. y ) Top 5 phones + chair~~  
~~art - discharge + discip. 6 re w~~  
~~art - w of~~  
~~art - y. w. rep. gym + rd~~  
 pool table, lounge  
 food machines  
 assistance of Little League  
 # sig. 22  
 1 m. -  
 7  
 8.

- det - free parking  
 as if det. post  
 other depts / expenditure  
 bat. med. dispute  
 - art - wages - which will include me - two of  
 college credits / 2 of 5

\* 7  
 \* 7a  
 \* 7b

ARTICLE XXII

TERMS OF THIS AGREEMENT

SECTION 1. Ratification. The City's Negotiating Committee shall submit to, and shall recommend that the City Council ratify this agreement only after the Lodge submits this agreement to, and receives ratification by the employees within the bargaining unit, and the City's Labor Relations Supervisor receives from the Lodge, written notification thereof.

SECTION 2 Effective and Termination Dates. This agreement shall become effective, July 1, 1970, and shall continue in full force and effect until 11:59 p.m., June 30, 1972 except as elsewhere provided for in this agreement and for successive annual periods thereafter unless, not more than ninety (90), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, 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 a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS

22nd DAY OF June, 1970.

FOR THE CITY

FOR THE LODGE

BY ITS MAYOR:

BY ITS PRESIDENT:

Gerald W. Graves

W Paul Wiegman

BY ITS CLERK:

BY ITS BARGAINING CHAIRMAN

Theo Sutton

Levy S. Mills

APPENDIX A

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

		<u>Beginning 7-1-70</u>
Detectives and Sergeants III		\$12,090
Detectives and Corporals IIA		\$11,031
Patrolman I	Minimum	\$ 8,013
	6 Months	8,115
	1 Year	8,223
	18 Months	8,400
	2 Years	8,600
	30 Months	9,500
	3 Years	10,000
	42 Months	10,500
	4 Years	10,900

2 Years of college (90 academic credits) equals 1 year or a two step increase.

4 Years of college (180 academic credits) equals 2 years or a four step increase.

The wage or salary schedule only as above provided shall be renegotiated for the fiscal year beginning 7-1-71, subject to the conditions for collective bargaining as set forth in Article V and Sections 1 and 2 of Article XXII of this Agreement.

APPENDIX "A" ~~2~~ 2

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

Beginning 7-1-71

Detectives & Sergeants III		\$13,090
<del>Detectives and Corporals IIA</del>		<del>12,000</del>
Patrolman I	Minimum	8,013
	6 months	8,115
	1 Year	8,223
	18 months	8,400
	2 Years	9,200
	30 months	10,100
	3 Years	10,600
	42 months	11,100
	4 Years	12,000

2 Years of college (90 academic credits) equals 1 year or a two step increase. *(in apply) attending school*

4 Years of college (180 academic credits) equals 2 years or a four step increase.

Agency Shop Provision added.

\$150.00 gun allowance and \$60.00 dry cleaning allowance to be paid during the month of August 1971 was added.

Any officer required to use ordinary street clothes shall receive \$200.00, prorated.

Longevity Bonus 5 to 10 years 2%, 10 to 15 years 4%, 15 to 20 years 6%, 20 years or more 8%; all based on \$8,000 maximum.

*A3 B - several  
A4 C - several*