

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

**July 1, 1995 To June 30, 1998**

*Lansing, City of*



**NON-SUPERVISORY POLICE**



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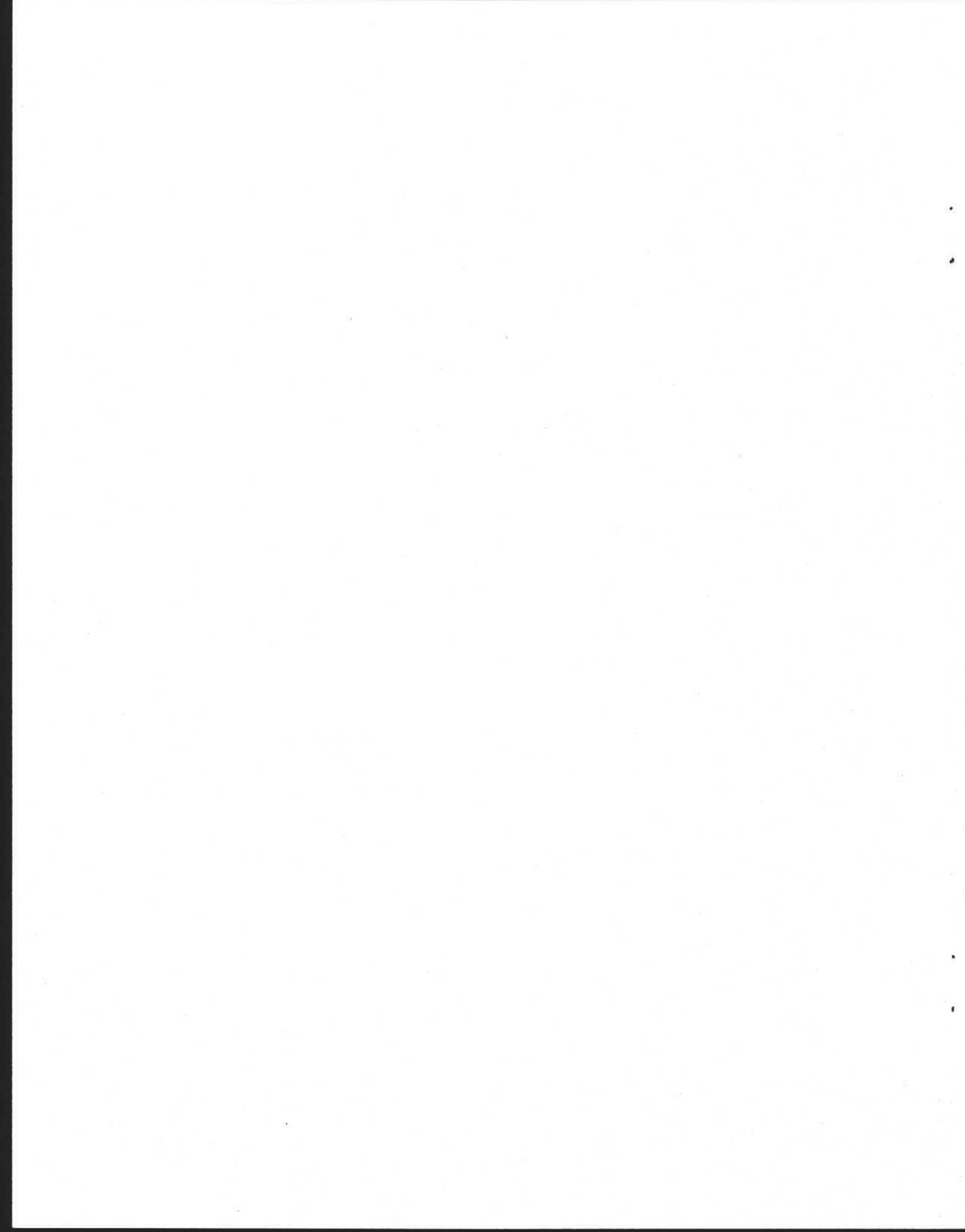
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## AGREEMENT

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 therefor, 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 21, 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 March 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 retirant 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 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 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 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 Personnel and Training 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 Personnel and Training Bureau 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

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 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 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 classification for which he/she had approved vacation leave at the time said leave is due, said leave shall be rescheduled on the shift and within the classification the employee then occupies provided there is available vacation time on such shift in such classification. If, however, the employee is transferred for the convenience of the City from one shift to another or from one job

to another after said employee has selected his/her vacation leave dates, said original dates shall be honored.

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 1/2 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 1/2) 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.

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.

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 1/2) 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 eighty-five (85) cents 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.

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  
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. The City will make available to an employee covered hereby Blue Cross and Blue Shield of Michigan Comprehensive Hospital Plan with the following Riders: D45NM, OPC, CC, XF, SOT, GLE-1, MVF-2, ML, FAE-RC, DC, SD, Preferred RX Prescription Drug Program \$5.00 Co-Pay (PD-MAC, APDBP), Master Medical-Option V. This insurance plan includes a predetermination program as a mandatory provision. 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 six (6) months of employment with the City and after the employee authorizes and pays the premium payments for the first six (6) months of coverage through payroll deduction. New employees who want such coverage 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 medical insurance coverage. The employee will pay, by payroll deduction, the balance of the total premium due for service they have selected which is more expensive than ward coverage.

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:

A. Blue Cross and Blue Shield of Michigan Blue Preferred Plan (Plan D), a Preferred Provider Organization, including the following riders: comprehensive semi-private, D45NM, SAT-II, SOT-PE, GLE-1, MVF-II, CC, OPC, FAE-RC, SOPC, ICMP, DC, HCB-1, ML, PCES 1, COB-3, Trust-20, Plus-20, Prescription Drug Program, \$3.00 Co-Pay with PD-MAC, PPP, Medical Option-II (excluding drugs).

Those employees who choose Plan D will be eligible for flexible spending account(s) ("FSA") as soon as the required programming changes to the City's payroll system are complete.

The City will pay full premiums for this plan. Plan D is an optional plan.

B. Health Central, BCN5 Plan, a closed panel group practice Health Maintenance Organization with the following Riders: Prescription Drug Program, \$5.00 Co-Pay and Optical Rider. A description of Health Central is available through the Personnel Department.

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

D. Changes in either drug or office co-pays will be instituted for Health Central and PHP to maintain the current rate differential at/or lower than the differential in FY 94. In no event shall the co-pays for office visits be increased higher than \$10.00 per office visit and the drug co-pay shall not be increased higher than \$6.00 per prescription.

Once the premium rates with regard to Health Central and PHP become available, the Lodge shall determine the applicable increases for office visits and/or drug co-pays within the parameters outlined above, and the City shall implement the selected change(s).

Changes in the optional coverages and Preferred RX in Section 1 shall occur at the same time.

E. As an alternative to medical insurance coverage, the City may initiate during the term of this contract, a program which reimburses employees for certain IRS approved services and costs, or a cafeteria style benefit program. Both the implementation and continuation of a reimbursement or cafeteria program shall be at the discretion of the City during the term of this Agreement. Upon implementation of such a program, a special conference may be initiated by the City or the Lodge to explore its terms. Upon implementation, each employee may voluntarily determine whether to participate in the reimbursement or cafeteria benefit program.

F. The City shall implement by January 1995, an IRS approved plan, which allows employees to pay for unreimbursed medical expenses with pre-tax dollars.

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 Blue Cross Comprehensive Hospital 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 with regard to Health Maintenance Organization coverage, or the Blue Cross and Blue Shield Comprehensive Hospital Plan or Preferred Provider Plan.

SECTION 4. Second Opinion. The Blue Cross/Blue Shield Preferred Plan and the Blue Cross/Blue Shield Comprehensive Hospital Plan require a second opinion on some non-emergency surgical procedures to receive regular plan coverage.

SECTION 5. Employees shall become covered by insurance or a health maintenance organization through their completion of the required forms (at the time of hire, rehire, or during an annual enrollment period), and their acceptance by Blue Cross/Blue Shield

or the health maintenance organization as a participant. Such forms, and information as to the plans, shall be available at the City's Personnel Services Office. The City reserves the right to substitute another carrier of this coverage, the provisions of the present coverage will not be changed.

SECTION 6. 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. 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 waived coverage by the City's group health insurance plan.

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

SECTION 7. 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.



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 (1/2) 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 in the following manner: upon retirement, any members of the non-supervisory bargaining unit will be allowed to donate accumulated sick leave hours, up to the limit set forth below, to the bargaining unit sick leave bank.

Should the bargaining unit sick leave bank become exhausted, any member of the bargaining unit may donate sick leave time from their personal sick leave bank to the bargaining unit'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:

- a) the total accumulation in the sick leave bank shall be limited to 2000 hours at any time;
- b) deductions from the sick leave bank shall be limited to situations of serious or catastrophic illness or injury.

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. 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 Services 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 Services Director, City of Lansing, City Hall Annex, 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/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.

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 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 200 copies of the current agreement, within sixty (60) days of the contract being ratified by membership and City or the contract being awarded by compulsory arbitration.

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.

## ARTICLE 21

### VOLUNTARY RETIREMENT.

Chapter 16 of the Charter 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.

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 the IRS not approve the plan for employee contributions decision as referenced in Subsection (D) above. Should 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.



## Retirement Options

- A. A member within thirty (30) days prior to retirement may select one of the following three 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.
- 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 pursuant to Appendix A.

## 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, with 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 22.

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. The unresolved grievance may be submitted to arbitration by the Lodge. Arbitration may be invoked by the Lodge by filing a written demand for arbitration with the Federal Mediation and Conciliation Service and the City. Grievances appealed to arbitration shall be appealed within 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. 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 Personnel and Training Bureau. 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 Personnel and Training for each assignment posted. The positions will be posted July 1st of each calendar year. Personnel and Training 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 Oral Board Members

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

- 1 - Police Officer I (minimum 5 years seniority)
- 2 - Detective IIB (minimum 1 year in grade)
- 1 - Sergeant III (minimum 1 year in grade)
- 1 - Police Commissioner

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

- 1 - Police Officer I (minimum 5 years seniority)
- 1 - Detective IIB (minimum 1 year in grade)
- 1 - Sergeant III (minimum 1 year in grade)
- 1 - Lieutenant (minimum 1 year in grade)
- 1 - Police Commissioner

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

seven (7) years

crime scene invest. (CSI)  
identification unit

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

commencing 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.

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 IIA, 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 IIA, IIB and IIC authorized by the City. All positions covered by this Article including, but not limited to, Metro Officers, and CIU 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 Division 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.

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 Division (Patrol Bureau).

1. Shift selection shall be based on department seniority (pursuant to the labor contract definition).
2. Only those officers assigned to the Patrol Bureau 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 Patrol Bureau 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 3.00% wage increase for each employee effective the pay period beginning or immediately following July 1, 1995.

A 3.00% wage increase for each employee shall take effect the pay period beginning or immediately following July 1, 1996.

A 1.50% wage increase for each employee shall take effect the pay period beginning or immediately following July 1, 1997.

A 1.50% wage increase for each employee shall take effect the pay period beginning or immediately following January 1, 1998.

SALARY SCHEDULE

	7/9/95	7/9/95	7/7/96	7/6/97	1/4/98
POLICE OFFICER I					
Base					
Certification Training <sup>1</sup>	21,000	21,000	21,000	21,000	21,000
Minimum (Certified)	26,852	27,658	28,488	28,915	29,349
1 year	28,950	29,819	30,714	31,175	31,643
2 years	31,225	32,162	33,127	33,624	34,128
3 years	33,525	34,531	35,567	36,101	36,643
4 years	36,000	37,080	38,192	38,765	39,346
5 years	38,646	39,805	41,000	41,615	42,239
DETECTIVE IIA, IIB, IIC	41,367	42,608	43,886	44,544	45,212
DIFFERENTIAL RATE	40,007	41,207	42,443	43,080	43,726

4 years of college (180 academic credits)  
starts at one (1) year level.

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

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<sup>1</sup>The Certification Training position is a non-represented position. It is provided for information only.

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, 1995, and shall continue in full force and effect until 11:59 p.m., June 30, 1998, 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 12th day of March, 1996.

FOR THE UNION:

BY Brian Smitherman  
Brian Smitherman  
ITS: President

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

FOR THE CITY  
BY ITS MAYOR:

David C. Hollister  
David C. Hollister

BY ITS CLERK:

Marilynn Slade  
Marilynn Slade

J. J. Smith  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Robert W. Swanson  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

Doris A. Schaenig  
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

POST-RETIREMENT BENEFIT ADJUSTMENT


During the 1994 negotiation, the parties agreed to joint negotiations between the City and the bargaining units that comprise the City of Lansing Police and Fire Retirement System. Those bargaining units included the International Association of Firefighters, Local #421; the Fraternal Order of Police, Capitol City Lodge #141, Supervisory Division and the Fraternal Order of Police, Capitol City Lodge #141, Non-Supervisory Division. All parties agreed, as a permissive subject of bargaining and without any future obligations to negotiate over the issue, to discuss a pension adjustment for current retirees.

In the course of the negotiations the following terms were agreed upon utilizing the analysis of the City's actuarial firm, Gabriel, Roeder, Smith & Company dated May 18, 1994;

1. Utilizing the contingency reserve of the P&FRS, the base retirement benefit for current retirees with twenty (20) years or more of credited service will be increased from \$8,620.00 to \$10,500.00 effective July 1, 1994; the base benefit for a surviving spouse of a deceased retiree or member shall be \$5,250.00. This new rate will be payable on the retirement check dated July 31, 1994. The twenty (20) year service requirement will be waived in a duty death situation.
2. Effective January 1, 1995, payable on the retirement check dated January 31, 1995 and each January, thereafter, an annual cumulative increase of \$525.00 will be made to each retiree or surviving spouse of a deceased retiree or member who:
  - a. Has twenty-five (25) years or more of credited service with the City at the time of retirement; this service requirement is waived in the case of duty death;

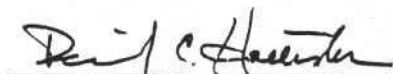
- b. Has attained the age of sixty (60) years; however, the age sixty (60) requirement shall be waived, effective with the January 1996 benefit check, while minor children are in the home in the event of the death of a member which is determined to be duty-related.
  - c. Has been retired for at least six (6) months, and;
  - d. Shall be in accord with the elected retirement formulas of the retiree, i.e., 100% - 50%; 93% - 75%; Or, 86% - 86%. Provided that such increases do not exceed the cumulative increases in the consumer price index since retirement.
3. Effective 12/31/94, the contingency reserve within the Police & Fire Retirement System is eliminated. Appropriate language to amend the necessary section will be drafted by Gabriel, Roeder, Smith & Company.
4. The balance of the contingency reserve not used to fund item #2 (see above base increase) will be used to fund, to the extent possible, item #3.
5. The reduction in the City contribution required to finance current benefit provisions based on the proposed 8% the investment return assumption will be used to:
- a. Fund the annual benefit increase in item #3 not covered by the contingency reserve;
  - b. Fund a portion of post retirement health care. This in no way relieves the City from its contractual obligation to provide for post retirement health care.
6. A health care trust fund is established to assist in the payment of post retirement health care for existing and future retirees. The trust fund will be under the authority of the Police and Fire Retirement Board. Language of the new trust fund will be drafted by the firm of Gabriel, Roeder, Smith & Company.
7. All language changes in #4 and #7 above will be mutually agreeable to all parties.
8. The adoption of this supplemental agreement and referenced language changes hereby amends applicable provisions of the City Charter and Police & Fire Retirement Ordinance.

FOR THE UNION:

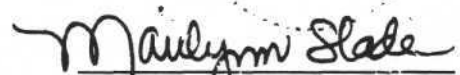
BY   
Brian Smitherman  
ITS: President


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

FOR THE CITY  
BY ITS MAYOR:

  
David C. Hollister

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

AFFIRMATIVE ACTION

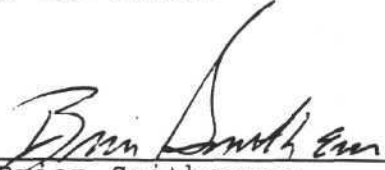
The City and the Lodge reaffirm their commitment to ensure that protected group members have equal access to employment opportunities within the City of Lansing Police Department by continuing the existing Joint Labor-Management Committee charged with the responsibility.

The Committee shall:

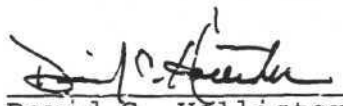
- 1) Continue to meet on a quarterly basis to review, monitor and make recommendations to improve:
  - \* outreach and recruitment programs;
  - \* existing practices in the selection process on recruiting and hiring protected group members;
  - \* annual goals for recruiting and hiring protected group 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 C

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING

AND

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

REGARDING

DISCUSSIONS RELATIVE TO SELECTION OF VACATIONS

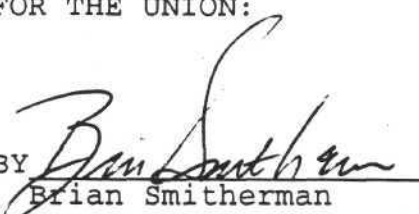
During the 1995-1998 contract negotiations, the City of Lansing and the FOP Non-Supervisory Division of the Capitol City Lodge #141, had discussions relative to the selection procedure for vacations based upon precinct assignment. In light of the fact that precincts have just recently been implemented in the Lansing Police Department, the parties arrived at the mutual conclusion that a change in the vacation selection procedure prior to the completion of one summer season of vacations was premature.

The parties, therefore, have agreed to allow the completion of one summer season of vacations under the operation of precincts. The parties will meet within sixty (60) days of the end of the summer season to discuss and evaluate the effectiveness and impact of the current vacation selection procedure on the operations of the department and the fairness to the employees.

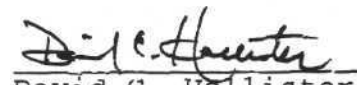
If any modification to the current vacation selection procedure is mutually agreed upon, the parties shall write and sign the agreed upon modifications which shall remain in effect for the duration of the 1995-1998 contract.

FOR THE UNION:

BY

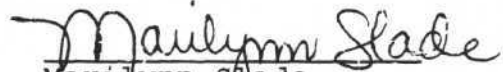
  
Brian Smitherman  
ITS: President


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 D

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 Non-Supervisory Division President 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 Lodge Division President 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 Lodge Division President 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 Brian Smitherman  
Brian Smitherman  
ITS: President

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

FOR THE CITY  
BY ITS MAYOR:

David C. Hollister  
David C. Hollister

BY ITS CLERK:

Marilynn Slade  
Marilynn Slade

J. D. Smith  
APPROVED AS TO FORM BY  
CITY ATTORNEY

Robert Williams  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

Doris A. Schoenly  
LABOR RELATIONS

APPENDIX E

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 rate<sup>2</sup>  
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.
- 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.

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<sup>2</sup>See the contract salary schedule, Article 27

- 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 2A, of the collective bargaining agreement (Blue Cross-Blue Shield of Michigan Blue Preferred Plan [Plan D]), exclusive of paying the first six (6) months of premium payments until the individual becomes a sworn police officer at which time the officer shall commence such payments.
- g. Holidays = Cadets shall be afforded 1/2 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 1/2 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.

FOR THE UNION:

BY Brian Smitherman  
Brian Smitherman  
ITS: President

FOR THE CITY  
BY ITS MAYOR:

David C. Hollister  
David C. Hollister

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

BY ITS CLERK:

Marilynn Slade  
Marilynn Slade

[Signature]  
APPROVED AS TO FORM BY  
CITY ATTORNEY

[Signature]  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

Doris A. Schreiner  
LABOR RELATIONS

APPENDIX F

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  
Marilynn Slade

[Signature]  
APPROVED AS TO FORM BY  
CITY ATTORNEY

[Signature]  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

Doris A. Schoening  
LABOR RELATIONS

APPENDIX G

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING  
AND

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

REGARDING


PROMOTION OF THE MEDICAL INSURANCE OPT-OUT PROGRAM

The parties acknowledge that a medical insurance opt-out program was negotiated to provide a financial incentive to the employee and savings to the City. Full participation of the eligible bargaining unit members has not been realized, thereby, limiting the savings which was expected.

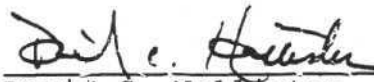
The parties, hereby, agree to work together in an effort in order to maximized participation by the eligible 15% of the bargaining unit. The Lodge and the City further agree to mutually develop measures which could be utilized to encourage such participation, including but not limited to joint presentation and letters to the members.

First effort will coincide with the 1996 City open-enrollment period.

FOR THE UNION:

BY   
Brian Smitherman  
ITS: President

FOR THE CITY  
BY ITS MAYOR:


  
David C. Hollister

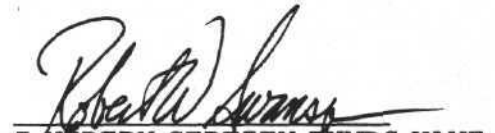


BY \_\_\_\_\_  
ITS:

BY ITS CLERK:

  
Marilynn Slade

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
BEEN APPROPRIATED  
CITY CONTROLLER

  
LABOR RELATIONS

APPENDIX H

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF LANSING  
AND


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

REGARDING

WARRANT OFFICER POSITIONS

This is a memorandum of understanding between Capitol City Lodge #141 and the City of Lansing regarding warrant office positions. Under terms of this agreement the Lodge and the City agree to allow Officers Monte Small and Brian Hunter to work as warrant officers in a warrant program with the Michigan State Police until May 1, 1996. On or before May 1, 1996 the City agrees to fill the two warrant officer positions through a special assignment posting as indicated in Article 23 of the Labor Agreement. The Lodge understands the warrant officer positions may be posted as part of the duties of a court officer. This is a non precedent setting agreement that only applies to the situation described above.

FOR THE UNION:

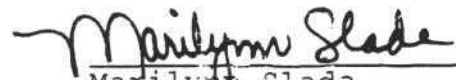
BY   
Brian Smitherman  
ITS: President

FOR THE CITY  
BY ITS MAYOR:

  
David C. Hollister

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

BY ITS CLERK:

  
Marilyn Slade

  
APPROVED AS TO FORM BY  
CITY ATTORNEY

  
I HEREBY CERTIFY FUNDS HAVE  
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CITY CONTROLLER

  
LABOR RELATIONS

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