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7/15/2001

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

July 16, 1998 To July 15, 2001



SUPERVISORY DIVISION

Lansing, City of

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AGREEMENT

This Agreement is entered into between the City of Lansing, Michigan, hereinafter referred to as the "City", and the FOP Supervisory Division of Capitol City Lodge No. 141 of the Fraternal Order of Police Labor Program, Inc. (hereinafter referred to as the "Supervisory Unit"). 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 SUPERVISORY UNIT

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 Supervisory Unit for the purpose of collective bargaining for all employees covered by the bargaining unit described below:

All regular, full time employees of the Police Department of the City of Lansing, Michigan, whose positions are classified as Captains VI, Lieutenants V, 2nd Lieutenants IV, and Sergeants III.

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 operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (I) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs, however, no rule or regulation 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 supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

The City agrees that the rights of the Lodge are specifically listed herein, that all subjects not specifically listed herein are retained by the City and that the Lodge further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation of adoption of any management right, whether heretofore above listed or not. However, any disputes relating to (n) or (o) above may be subject to the grievance procedure.

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 the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises when such conduct: I) violates a valid statute or ordinance, ii) is in furtherance of an illegal strike or other illegal activity, iii) obstructs the governmental functions of the City, iv) concerns a matter which is subject to the contractual grievance and arbitration procedure. The Lodge 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.

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 checkoff shall be made until such deficiency is corrected.

C. All other employees 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 employees due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments or other amounts for other Lodge activities.

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

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

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

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

H. The Lodge agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Lodge dues or in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Lodge.

I. The Lodge shall provide the City with a check-off form that will accommodate the inclusion of the following minimum information:

Name of the employee
Bargaining unit
Social security number of the employee
Amount of the dues
Effective date dues are to be withdrawn
The employee's signature

ARTICLE 5

SUPERVISORY UNIT 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, and alternate members prior to the first bargaining meeting, and substitution changes thereto, if necessary.

SECTION 2. Compensation. The four (4) City employee members named by the Lodge as bargaining committee members, as provided for above, 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 shift. Employees designated by the Lodge as alternate bargaining committee members are not entitled to any compensation under this Article.

ARTICLE 6

SENIORITY

SECTION 1. Definitions. Seniority shall be defined in this agreement, as follows: (a) "Seniority" shall mean the status attained by the length of continuous service in a particular rank;

(b) "City Seniority" shall be used to determine accruals of certain economic benefits, including longevity and vacation, and shall include all City employment service as a regular, full-time employee.

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 this Lodge in March of each year.

ARTICLE 7

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 to abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

A. No permanent or probationary employee shall be laid off from his/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. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he/she has not previously held permanent status.

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 seniority for each rank from which displaced within the Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced.

B. Names shall remain on the lists for three (3) years for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the list for three (3) years. Employees shall be recalled from lay-off 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.

C. The City shall have the right to require any employee who has been laid off to take a medical examination, by a physician selected by the City at the City's expense, before he/she returns for work to determine fitness for duty. The medical examination must indicate that the employee is capable of performing the job to which he/she is returning.

Furthermore all employees at time of recall must meet all applicable state minimum requirements.

The application and/or implementation of this procedure shall be subject to the grievance procedure.

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. A recalled employee must notify the Human Resources Division 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 his/her decision to return to work. The employee shall report for duty within fourteen (14) calendar days after the date of his/her written notification to the Human Resources Division 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 to the recall notice, in accordance with the above, or to timely report for duty, shall forfeit their employment rights and shall be removed from the employment rolls.

However, if within sixty (60) days from the date of the recall notice, for good cause shown, after establishment of a valid reason for untimely response, an employee may continue on the recall list, but shall have only future recall rights.

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

ARTICLE 8

LOSS OF SENIORITY

SECTION 1. An employee shall lose status as an employee and all types of seniority if the employee:

1. Resigns or quits.
2. Is properly discharged or terminated.
3. Retires.
4. Is convicted of a felony (which is deemed to include any crime which is punishable by incarceration of one (1) year or longer).
5. Has been on layoff for a period of three (3) years or more.
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 a bargaining unit position within one (1) year of the promotion or transfer. 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.

SECTION 2. 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 his credited service in force at the time of his disability retirement shall be restored to his credit. He shall be given service credit for the period he was receiving a disability retirement allowance provided in Section 24(a) of this chapter."

ARTICLE 9

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 eight (8) leave days each twenty-eight (28) day work cycle they are employed by the City, for a total of 104 leave days each year. Employees shall receive a total of six (6) additional pass days per calendar year.

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

SECTION 4. Changing. Employees covered hereby, may change a leave day after the schedule has been posted, if they receive permission from the management representative who is in charge of scheduling.

SECTION 5. In Conjunction With Vacation. Employees who are eligible for vacation, as provided for in Article 10 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 10, Section 7.

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 11.

ARTICLE 10

VACATION LEAVE

SECTION 1. Beginning with the first of January following an employee's date of promotion into the FOP-Supervisory bargaining unit and on each January 1st thereafter, employees without a break in service and covered hereby shall be credited with all vacation accrued during the prior calendar year. Employees with less than one year of service shall receive a prorated portion of their applicable annual vacation leave.

The effective date of this agreement shall be January 1, 1992. Therefore, for implementation purposes, all bargaining unit members will be credited on January 1, 1992, with all vacation accrued from their 1991 anniversary date to January 1, 1992. The vacation will be as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	17 work days
10 but less than 15	21 work days
15 years or more	26 work days

SECTION 2. Vacation leave credit shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave of absence without pay.

SECTION 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one (1) year of service, no accrued vacation leave will be allowed. An employee who has served over one (1) 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 employees concerned. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

SECTION 5. January 1st shall be the beginning of the year for vacations. Requests shall be made 30 days prior to vacations and not later than March 1. Vacations may be taken in increments of one (1) hour, subject to the approval of the management representative of the Police Department who is responsible for scheduling vacations. Approval shall not be unreasonably denied.

SECTION 6. Vacation time off shall be cumulative from year to year. However, except as provided in Section 8, 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. Where possible, all vacations shall start on Saturdays. Vacation days and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police, or designated representative.

SECTION 8. In the event that an employee's vacation request is denied due to 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, then in such case said employee shall be permitted to carry over the excess earned vacation hours, or, the employee may be paid monetary compensation at a time and one-half rate for the vacation time that would be lost due to the accumulation limit.

ARTICLE 11

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 normal scheduled work day or normal scheduled work week, when authorized by the department head.

For purposes of overtime computations, 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 at least 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 their regular hourly rate.

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

SECTION 3. 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 officer's regular hourly pay rate, with a minimum of two (2) hour's 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 4. Scheduling. Overtime and call-back time shall be authorized by management. A regularly scheduled shift shall be posted once every twenty-eight (28) days for bargaining unit members working in the uniform division and once a month for bargaining unit members that work Monday through Friday in all other divisions. 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.

SECTION 5. Pyramiding. Payments for overtime, court time and call-back time, and shift premium shall not be duplicated for the same hours worked as heretofore provided.

SECTION 6. Court Time. If an officer is subpoenaed into court or has to go to court 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, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. If an officer is in court, or is in court in order to validate a complaint/warrant and such court time extends beyond the officers' normal work day, such time shall be treated as an extension of the work day, the officer shall be compensated in accordance with Section 2 above and the preceding minimum shall not apply. 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 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 board 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, 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 7. Compensatory Time. Employees who in the sole opinion of the City are considered exempt from State and Federal laws and regulations that govern the payment of overtime may, in lieu of receiving pay for overtime which is worked, elect to receive compensatory time up to a maximum of one hundred four (104) hours per fiscal year earned at the rate of one (1) hour of overtime and one and one-half (1 ½) hours of compensatory time. All such compensatory time shall be in lieu of paid overtime. The City's determination of an employee's exempt status from State and Federal laws and regulations that govern the payment of overtime shall not be subject to the grievance procedure. Scheduling of compensatory time shall be at the sole discretion of the Chief of Police, or designee.

An employee who has accumulated compensatory time may elect to take such time in pay up to eighty (80) hours per fiscal year, rather than as time off, subject to the following conditions: Such election by an employee shall not expand the one-hundred four (104) hour annual limitation stated above; such payments will be available on a quarterly basis only (i.e., October 1, January 1, April 1, July 1,) and with twenty-one (21) days' advance notice required. If the above conditions are fulfilled the time shall be paid for at one and one-half times the officer's rate at the time payment is made.

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 jury pay and the employee's regular straight-time hourly rate for time lost from his/her scheduled hours of work to a maximum of eight (8) hours per day and forty (40) 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 the employee 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 of 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. At the start of the first full work 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, the lodge 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 cases 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. Overtime Pay For Medical Treatment. Time spent by an officer in seeking or continuing duty-injury related medical treatment or therapy during non-scheduled work hours, shall not constitute either overtime or call back time. However, an officer injured during their regularly scheduled work shift shall be paid

overtime for the time period from the end of their shift until released by a doctor or admitted to the hospital.

SECTION 11. 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 insurance 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. The Division President has a right to receive copies of all mutual aid agreements.

SECTION 12. Shift Premium. Effective the pay period beginning on or immediately following July 9, 1995, the hourly rate of any employee regularly scheduled for the afternoon, night or special shift shall be paid a premium of \$0.85 (eighty-five cents) per hour for each hour worked during the regularly scheduled shift. Shift premium 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 12:00 p.m. and 5:59 p.m. with the shift premium paid for hours worked beginning at 1:00 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 13. Temporary Assignments. The employer may temporarily assign, up to one-hundred twenty (120) calendar days, a member of the bargaining unit to perform the duties of a higher rank position for which the Chief deems them qualified. The employer may seek extensions of the assignment by giving written notice of the reasons for the need for the extension to the lodge. The employee temporarily assigned to work in the higher rank shall be compensated upon being transferred into the position at a rate that shall constitute one full step higher than the rate the employee is paid in his/her regular position. This provision shall be inclusive of positions within and outside of the bargaining unit.

SECTION 14. Field Trainer Compensation. Effective July 16, 1998 any Sergeant III assigned to train and who completes written evaluations/reports, as determined by the Chief or his/her

designee, on a new Sergeant that is enrolled in or subject to training in the field training program for Sergeants shall receive compensation equal to one (1) hour of pay at the rate of one and one-half (1-1/2) the Sergeant's regular hourly rate of pay for each shift which a new Sergeant is assigned to the Sergeant III.

ARTICLE 12

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
Day Following 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. If an officer is scheduled to work and does work a holiday, he/she 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 mutually convenient time 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 (2 ½) times pay.) The saved holiday bank shall never exceed three (3) days, provided that a fourth saved holiday may be accrued for a period not to exceed ninety (90) days.

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 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.

SECTION 5. Holiday Call-Back. All employees who are called in to work on a holiday for a time period less than four (4) hours shall be paid one and one-half (1 ½) times their regular rate of pay with a minimum of four (4) hours payment. All employees who are called in to work on a holiday for a time period of four (4) hours or more shall be paid one and one-half (1 ½) times their regular rate of pay plus an additional day off for working on the holiday.

ARTICLE 13

LONGEVITY BONUS

Following completion of five (5) years of continuous, full-time service by October 1 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:

Service

Annual Bonus

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, or more	8% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid at 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 an employee's regular annual base salary which the employee 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. Effective October 1, 1996, no longevity bonus shall be paid for that portion of an employee's annual earnings which is in excess of \$20,000.00.

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

ARTICLE 14

GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

A. Medical Insurance - Active Employees

1. Base Plan. Effective August 20, 1999, the City will make available to an employees covered hereby, Blue Cross Community Blue PPO CB-ET \$0, Preferred RX \$10.00 co-pay, \$500.00 wellness plan for an employee covered hereby, the City will pay one-hundred percent (100%) of the premium for single person or full family 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.

2. OPTIONAL COVERAGE: As long as they are available, the City will provide as an option one open panel or group practice Health Maintenance Organization and one closed panel or individual practice Health Maintenance Organization. As an open panel or group Health Maintenance Organization, the City shall provide as an option, coverage through Health Central. Such Health Central coverage shall include "Plan 5" with an optical rider, a \$10.00 prescription co-pay, \$10.00 office call co-pay and HMO-USA Rider. As a closed panel or individual practice, the City shall provide as an option, coverage through Physicians Health Plan. A description of Physicians Health Plan is available through the City's Personnel Services Department.

Partial Payment 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 plan described in Section 1 of this Article. Any differences in monthly premiums will be paid by the employee through monthly payroll deduction.

An employee shall become covered through completion of required forms at the time of hire, rehire and during an annual enrollment period and through acceptance by Blue Cross-Blue Shield or a Health Maintenance Organization as a participant. Such required forms and specific information as to eligibility, coverage and benefits shall be available at the City's Personnel Services Office. The City reserves the right to substitute another carrier for any of the above coverages or both, however, the fundamental provisions of the present coverage will not be changed.

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. Both the implementation and continuation of a reimbursement 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 elect whether to participate in the reimbursement alternative.

Effective 2/20/96, the City shall implement an IRS approved plan which allows employees to pay for medical insurance premiums, unreimbursed medical expenses and dependent care costs with pre-tax dollars. The cost of the third party administrator is to be borne

by the participants in such a plan, as established at the beginning of the plan year.

3. Effective 2/20/96, the City shall offer under the applicable health insurance plans a mail order prescription drug service.

B. Medical Insurance - Retirees

1. Retirees Prior To February 1, 1986

a. The City will provide to the members of the bargaining unit who retired on or before January 31, 1986, the Blue Cross/Blue Shield insurance or HMO Plan under which they were covered at the time of their retirement. If such insurance or HMO Plan is or becomes no longer available, the City may substitute equivalent insurance coverage of its choosing.

b. For purposes of the above paragraph, a member shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred' retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as incorporated and amended in this Agreement.

2. Retirees After January 31, 1986

a. The City will provide to the members of the bargaining unit who retired on or after February 1, 1986 the Blue Cross-Blue Shield insurance or HMO Plan under which they were covered at the time of their retirement. If such insurance or HMO Plan is or becomes no longer available, the City may substitute equivalent insurance coverage of its choosing.

b. For purposes of the above paragraph, a member who on February 1, 1986 had ten (10) or more years of credited service with the Department shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement. For purposes of the above paragraph, a member who on February 1, 1986 had less than ten (10) years of credited service with the Department shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement, provided that such members who elect or accept non-duty disability retirement or who

receive a deferred retirement allowance pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining unit members and only if, at the time they leave active service to the City, they have twenty (20) years or more credited service with the Department.

3. Retirees After February 1, 1993

a. The City will provide to the members of the bargaining unit who retire on or after February 1, 1993 the DRI 200 Plan under which they were covered at the time of their retirement. The City will continue to make available alternative coverages, if available, including but not limited to a Health Maintenance Organization. If the premium for Health Maintenance Organization coverage, or any other available coverage selected by the retiree, is greater than the premium for DRI 200 Plan, then each employee shall be responsible for the difference.

At age 65, the City will provide Medigap coverage, as summarized in Exhibit A-3. Retirees eligible for Medicare must, at age 65 or whatever age the retiree is eligible for Medicare, apply for Medicare coverage and commence coverage under the Medigap coverage. The City will continue to assume the cost of the Medigap supplement. The plan or policy summarized in Exhibit A-3 is available for each employee's review. In the event of any conflict between the terms of the plan and any underlying insurance policy, in any summary -- including, but not limited to, Exhibits A-1, A-2 and/or A-3, or any other employee benefit summary -- the terms of the plan or insurance policy will control.

If any insurance plan is or becomes no longer available, the City may substitute an equivalent insurance coverage of its choosing.

b. For purposes of the above paragraph, a member who on February 1, 1986 had ten (10) or more years of credited service with the Department shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement. For purposes of the above paragraph, a member who on February 1, 1986 had less than ten (10) years of credited service with the Department shall be deemed "retired" as of the date he or she receives retirement allowance under Article 21, of this Agreement and Chapter 16 or the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement, provided that such members who elect or accept non-duty disability retirement or who receive a deferred retirement allowance pursuant

to the referenced provisions shall receive the same insurance benefits provided to active bargaining unit members and only if, at the time they leave active service to the City, they have twenty (20) year or more credited service with the Department.

4. Retirees After July 20, 1996

A. The City will provide to the members of the bargaining unit effective upon retirement on or after July 20, 1996, the traditional Blue Cross-Blue Shield health insurance plan, as summarized in Exhibit A-2, offered as an optional plan above. Effective August 20, 1999, the Community Blue PPO will also be available as an option. The City will continue to make available alternative coverages, if available, including but not limited to a Health Maintenance Organization. If the premium for Health Maintenance Organization coverage, or any other available coverage selected by the retiree, is greater than the premium for the traditional Blue Cross-Blue Shield health insurance plan, then each retiree shall be responsible for the difference.

At age 65, the City will provide Medigap coverage, as summarized in Exhibit A-3. Retirees eligible for Medicare must, at age 65 or whatever age the retiree is eligible for Medicare, apply for Medicare coverage and commence coverage under the Medigap coverage. The City will continue to assume the cost of the Medigap supplement. The plan or policy summarized in Exhibit A-3 is available for each employee's review. In the event of any conflict between the terms of the plan and any underlying insurance policy, in any summary -- including, but not limited to, Exhibits A-1, A-2 and/or A-3, or any other employee benefit summary -- the terms of the plan or insurance policy will control.

If any insurance plan is or becomes no longer available, the City may substitute an equivalent insurance coverage of its choosing.

B. For purposes of the above paragraph, a member who on February 1, 1986 had ten (10) or more years of credited service with the department shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement. For purposes of the above paragraph, a member who on February 1, 1986 had less than ten (10) years of credited service with the department shall be deemed "retired" as of the date he or she receives retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement, provided

that such members who elect or accept non-duty disability retirement or who receive a deferred retirement allowance pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining unit members and only if, at the time they leave active service to the City, they have fifteen (15) years or more credited service with the department.

C. Opt-Out Program.

1. Pursuant to the City procedure for waiver of medical insurance and election of cash payment, except as modified herein, members of the bargaining unit currently enrolled in a City medical insurance plan, up to a maximum of ten percent (10%) of the bargaining unit as verified annually by the Labor Relations office and the Lodge, will be allowed to opt out of the City's health care plan, at times provided by the City, provided the employee submits 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.

2. Selection of bargaining unit members to participate in the opt-out program will be by bargaining unit seniority.

3. Re-enrollment. Re-enrollment in one of the City's medical insurance plans will only be permitted at the time of the City's open enrollment which is at least one (1) year from the initial date of the opt out with the following exception. In the event the bargaining unit member loses his/her alternative coverage and provides written documentation of loss of such coverage, re-enrollment in one of the City's medical insurance plans will be permitted and the effective date of coverage will be as soon as allowable by the applicable insurance vendor.

4. Payment. Any employee who opts out of the City's health care plan will be eligible to receive up to \$1500 in any year which they receive coverage from another source. Such payment shall not be eligible to be considered in the calculation of the employee's final average compensation. In addition such payments shall be made twice a year, by separate check, following the period of time the employee had alternate coverage from another source other than a City provided medical insurance plan, exclusive of coverage provided through a City plan available to a spouse who is a current or retired City employee.

ARTICLE 14 (A)

DENTAL PLAN

A. Dental Insurance - Active Employees

The Employer shall pay the full premium costs of Delta Dental Plan C coverage for each employee. Plan C provides 50% of treatment costs on Class I and Class II Benefits, with an \$800.00 maximum per person per insurance contract year. Coverage under the plan is afforded to the subscriber (employee) and the subscriber's dependents.

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

Class II Benefits include: Prosthodontics Services.

Effective July 1, 1988, active employees and their covered dependents will also be provided orthodontic coverage for 50% of treatment costs, with a \$1,000.00 lifetime maximum per person.

B. Dental Insurance - Retirees

1. Retirees Prior to February 1, 1986

a. The City will provide to the members of the bargaining unit who retired on or before January 31, 1986 the dental insurance plan under which they were covered at the time of their retirement. The City shall be entitled to select a different insurance company or different carrier or to make any other appropriate changes, provided that in so doing the City still obtains for the covered employees equivalent insurance benefits and coverage.

b. For purposes of the above paragraph, a member shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as incorporated and amended in this Agreement.

2. Retirees After January 31, 1986

a. The City will provide to members of the bargaining unit who retire on or after February 1, 1986 the dental insurance plan under which they were covered at the time of their retirement. The City shall be entitled to select a different

insurance company or different carrier or to make any other appropriate changes, provided that in so doing the City still obtains for the covered employees equivalent insurance benefits and coverage.

b. For purposes of the above paragraph, a member who on February 1, 1986 had ten (10) or more years of credited service with the Department shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement. For purposes of the above paragraph a member who on February 1, 1986 had less than ten (10) years of credited service with the Department shall be deemed "retired" as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this Agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this Agreement, provided that such members who elect or accept non-duty disability retirement or who receive a deferred retirement allowance pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining unit members and only if, at the time they leave active service to the City, they have twenty (20) years or more of credited service with the Department.

ARTICLE 15

GROUP LIFE INSURANCE

SECTION 1. Effective 90 days following ratification by both parties Life insurance principal sum for employees shall not be less than fifty thousand (\$50,000.00) dollars. Accidental death and dismemberment insurance principal sum shall not be less than fifty thousand (\$50,000.00) dollars.

Employees who retire on or after July 1, 1982 shall be covered by a life insurance policy in the sum of three thousand dollars (\$3,000), all the cost of this policy shall be borne by the City. Effective January 1, 1990, retirees may purchase additional life insurance in the sum of two thousand dollars (\$2,000), at their own expense.

The coverage to be made available shall be:

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

The premium costs, including any increases, will be paid by the employee as is presently the case.

ARTICLE 16

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 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 period in which such absence occurred. Employees shall be credited with one (1) day of sick leave upon completion of each calendar month.

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.

SECTION 5. Accrued Sick Leave. An employee or beneficiary will be paid for one half (1/2) of the employee's unused accrued sick leave at the date of retirement or death, not under any circumstances exceeding eighty-five (85) (680 hours) days irrespective of the fact that the employee's accumulation may be in excess of one hundred seventy (170) days, (i.e, 1360 hours), and subject to the procedure as enumerated in the Official Proceedings of the City Council of the City of Lansing, Michigan March 6, 1967 beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of unused sick leave upon leaving.

SECTION 6. Sick Leave Donation. Whenever an officer shall have exhausted all of his/her sick leave, any other member of the bargaining unit may make a written request to donate sick time from the employees' sick leave bank to the sick employee. The City shall not take active opposition to said request and shall facilitate any member's request to same, consistent with applicable law provided a final determination is made of permanent disability, the other provisions of this Agreement and the City's Ordinances and Charter shall take effect.

The first day donated by a bargaining unit member shall not affect the sick leave reimbursement benefit available under Section 7 of Article 16, however, subsequent days donated shall be considered as time used for the purposes of Section 7. Individual bargaining unit members may not donate sick days greater than the number of sick days for which that employee is eligible to receive in a calendar year.

SECTION 7. 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.

The first sick leave day donated under the terms of Article 16, Section 6 shall not be considered when calculating the annual accrued unused sick leave days. Individual bargaining unit members may not donate sick days under the terms of Article 16, Section 6 in a number greater than the number of sick days for which that employee is eligible to receive in a calendar year.

SECTION 8. Return From Duty Disability and Duty Disability Retirement. When an employee is on duty disability retirement, receives a sick leave pay-off at the time duty disability retirement benefits become 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 was 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.

SECTION 9. 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.

ARTICLE 17

LEAVES OF ABSENCE, PERSONAL BUSINESS LEAVE - LODGE DUTIES

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

SECTION 2. Military Leave. Employees who are inducted in 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 positions 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 for such time as is required to engage in an annual reserve training program, but not to exceed fourteen (14) calendar day per year [i.e., eighty (80) work hours and thirty-two (32) leave hours]. Such employees shall be paid the difference between their regular straight time earnings and the amount received from the military for a period not to exceed fourteen (14) days in any calendar year. Any such leave in excess of fourteen (14) calendar days per calendar year shall be charged against an employee's vacation leave. Requests to the Police Chief and to the City's Personnel Services Director for Military Reserve Leave of Absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become active members of an Armed Forces Reserve Unit must give written notification to the Police Chief.

SECTION 4. Personal Business Leave.

A. General. 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 materni-

ty; and temporary termination of work which will not adversely affect the operations of the Police Department. All such personal business leaves of absence shall be subject to whatever documentary evidence the Police Chief and Personnel Services Director may require and shall be granted for periods not longer than ninety (90) days unless extensions are approved at the discretion of the Police Chief and Personnel Services Director. Retirement service credit will not accrue while on any unpaid personal leave of absence.

B. Non-Duty Disability Leave. Disability, restricted duty and/or absence from employment due to non-duty disability including pregnancy or childbirth (including complication 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. 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. 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. 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. One (1) employee for two (2) days to attend the F.O.P. National meetings every other calendar year.

B. Two (2) employees for three (3) days to attend the F.O.P. State of Michigan meetings each calendar year.

C. The Supervisory Division President shall accrue four (4) hours per week of paid time off to attend to Lodge affairs, beginning six (6) months before the expiration of an agreement and continuing for a total one (1) year period; at all other times, the Division President shall accrue paid time off of no more than two (2) hours per week. In lieu of taking time off, personally, the President of the Lansing Supervisory Division may designate the division's Vice-President or Trustees to take the time off in any given week in his/her stead.

D. The time off for the Lansing Supervisory Division's President as stated in paragraph "C" above may be accumulated to not more than thirty-two (32) hours.

E. The President of the Lansing Supervisory Division will be assigned to a normal eight (8) hour shift, between 0600 and 1800 hours, Monday through Friday, starting no less than 90 days prior to the expiration of the current agreement and continuing until a newly negotiated agreement is ratified. If the parties fail to negotiate a new agreement, the President's day schedule shall

include the period of negotiations and the period between the filing of a petition for Act 312 arbitration and the final hearing date of such arbitration.

F. The Lodge will reasonably attempt to notify the Chief of Police or designated representative in advance before the time off set forth in paragraphs "A" through "C" above shall be taken.

ARTICLE 18

BEREAVEMENT TIME

Upon the death of any member of an officer's immediate family or the death of a member of his/her spouse's immediate family, the officer shall be granted absence with leave, if scheduled to work, through the second day following the funeral. The officer's immediate family shall consist of spouse, children, father, mother, brother and sister, grandparents, grandparents-in-law, grandchildren. 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 (1) day absence with leave. Additional time off may be granted for extenuating circumstances by the Chief of Police.

Bereavement time may not be banked for use at a later time.

ARTICLE 19

MISCELLANEOUS

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

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed give 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, 119 N. Washington Square, 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 his/her 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 an official of the City of Lansing, provided that the conditions set forth herein are complied with. The board shall be used only for the following notices.

- A. Recreational and social affairs of the Lodge
- B. Lodge Meetings
- C. Lodge Elections
- D. Results of Lodge Elections
- E. General Lodge Information

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

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

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

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 the Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 5. Special Meetings.

A. The employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. Special meetings, apart from the grievance procedure, may also be arranged by either party to discuss other matters the moving party considers important. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and reason(s) for requesting the meeting. Such meetings shall be arranged by mutual agreement between the Lodge/Division President/Designee and the City's Labor Relations Administrator. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

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

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

D. 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 or 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.

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

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

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

SECTION 8. Uniforms. In the selection, procurement and issuance of uniforms, the City will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function and responsibility of the officer.

SECTION 9. Clothing. Eligible personnel will receive a clothing allowance folded into their bi-weekly paychecks equal to 2% of base wage effective the pay period beginning or immediately following January 15, 1992. Sums paid officers after January 15, 1992, pursuant to Article 19 Section 9 of the 1989-1992 Collective Bargaining Agreement, shall be deducted from any retroactive sums to be paid by the City. Eligible personnel shall include all Captains, and any Lieutenants and Sergeants who are assigned to Human Resources, Planning and Analysis, Internal Affairs, Detective Units, and Special Operations.

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 his/her authority and while in the course of his/her 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 his/her 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.

SECTION 12. Clothing Maintenance. The City will provide cleaning service for officers in plain clothes assignments 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. Only clothes worn on duty and mentioned above shall be eligible for cleaning under this Section.

SECTION 13. Gun Allowance. A gun allowance of \$250.00 per year shall be given every officer in the bargaining unit.

SECTION 14. Police Cruisers. All replacement police vehicles utilized as command vehicles within the Uniform Division shall be of the same specifications as the fully marked police cruisers, except for prisoner cages and overhead lights, which shall be optional.

The Lodge will be provided a copy of the specifications developed for all replacement cruisers, and may initiate a special conference to discuss them, pursuant to Article 19, Section 5.

SECTION 15. Parking. The City shall provide employees covered by this Agreement with thirty (30) free or total fees required 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 (precincts), 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. Vehicles. Each member of the bargaining unit who has the rank of Captain shall be assigned an unmarked City vehicle during off duty hours, to be maintained at the City's expense.

SECTION 18. Shift Assignments. Every four (4) months members of the bargaining unit who are assigned to the Uniform Patrol Division may make application for a shift in the same division.

Officers shall be given preference of shifts based on their seniority.

The City and the Lodge shall agree on those employees to be given special preference. A letter of understanding shall determine the special preference executed between the Lodge and the City.

SECTION 19. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to bargaining unit members, under the following terms and conditions.

The City shall have sole discretion and responsibility in selecting a vendor(s) of the Deferred Compensation Plan to be offered. The City agrees to use all reasonable efforts to implement such a Deferred Compensation Plan within ninety (90) days after the plan is made available to other City employees.

The City shall have sole discretion in changing vendors, changing administration of the plan itself and may change the Deferred Compensation Plan at any time without notification to or negotiation with the Lodge. The City may in its sole discretion, discontinue the Deferred Compensation Plan after fifteen (15) days' notice to the Lodge.

Employees may participate in such a Deferred Compensation Plan on a voluntary basis. Contribution shall be made through payroll deduction.

The only costs relative to the Deferred Compensation Plan to be incurred by the City shall be those associated with the modification of the existing City payroll plan. All other costs shall be borne by the employees participating in the Deferred Compensation Plan.

SECTION 20. 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.

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. Reimbursement per employee is limited to two hundred dollars (\$200.00) 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. employees is limited to fourteen hundred (\$1,400.00) 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 Services Department.

SECTION 21. Non-Discrimination. 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, national origin or other

statutorily protected status. The City shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis.

It is the continuing policy and recognized obligation of the City and the Lodge that the provisions of the Agreement shall be applied fairly and in accordance with those federal and state employment laws relating to equal employment opportunity. Each party agrees to advise the other of equal employment opportunity problems of which they are aware. The City and the Lodge will jointly seek solutions to such problems through the procedures and programs provided in this Agreement. Furthermore, the City and the Lodge will take necessary action to promote goals and objectives of equal employment opportunities. In this vein, the City and the Lodge agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination in accordance with state and federal law.

If the parties are unable to resolve problems due to alleged discriminatory action, affected employees will be responsible to pursue procedures available through federal, state or municipal law on an individual basis, and the unresolved problem shall not be subject to the formal grievance procedure established in the contract.

SECTION 22. Workers' Compensation. Pursuant to Michigan law, the City will provide, at its sole expense, workers' compensation coverage for each employee covered by this agreement, rather than the former practice of providing "like benefits." In addition, employees who are receiving workers' compensation benefits as a result of an injury or illness arising out of their employment with the City of Lansing, shall be paid a wage offset of the difference between the payments to which the employee is entitled under the state law and his/her regular weekly, after-tax, net take home earnings in the rank held at the time he/she most recently commenced receiving workers' compensation benefits. During any "waiting period" required by the Workers' Compensation Act, employees shall be paid their normal weekly net take home earnings, and shall not be required to use their sick time. Employees on workers' compensation shall be covered by health and life insurance, and shall accrue other benefits (including pension service credit, sick leave, vacation leave, longevity and seniority) as if they had remained on active duty. No net economic benefits shall be reduced or modified pursuant to this provision.

SECTION 23. Safety. The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its

equipment in safe operating condition and equipped with safety appliances prescribed by law. The City shall adopt policies and procedures and shall furnish protective devices and/or equipment a are reasonably necessary to properly safeguard the health of the employees and protect them from injury.

SECTION 24. Police Officer Certification. Effective upon ratification the employer will directly pay, on behalf of employees of this bargaining unit, for license(s) and/or certifications(s) fees required by law or by any federal, state, or local agency that are directly related to the employment duties of bargaining unit members. The employer will provide or pay for any mandatory training required by law or by any federal, state, or local agency in order to maintain such license(s) or certifications(s), provided such training is approved and authorized in advance by the Chief of Police or his/her designee. This provision does not apply to motor vehicle operator's license.

ARTICLE 20

PROMOTIONS

SECTION 1. Promotions to Positions Inside the Bargaining Unit. Permanent vacancies shall be filled by promotions within thirty (30) calendar days after the effective date of the permanent vacancy, except that if promotions to Captain are to be approved by the Police Board, such approval shall be made either within thirty (30) days of said effective date, or at the first scheduled meeting of the Police Board, whichever is later. This provision shall not be applied to require an increase in the number of positions in any rank.

SECTION 2. Promotions Outside of the Bargaining Unit. Within one (1) year after permanent promotion to a position in the Lansing Police Department that is not covered by this Agreement, the City may at its sole discretion return the employee to his/her former bargaining unit classification. It is also agreed that no employee covered by this Agreement shall be displaced from his/her job classification as a result of the return to the bargaining unit by another employee under this section, however nothing in this Article shall be construed to limit the city's right to reduce positions through attrition.

SECTION 3. Promotional Procedure for Lieutenants

A. Eligibility

All Sergeant III's who will have two (2) years of service as a Sergeant III prior to April 1, in each even numbered year that a Lieutenant process is conducted, will be eligible to compete in the promotional process. However, a Sergeant III will not be eligible for promotion to Lieutenant V until he/she has completed two (2) years of service as a Sergeant III.

B. Promotional Process Components

The promotional process shall include the following components:

Beginning with the 2000 promotional process and each even-numbered year, thereafter, the process components shall be as follows:

	<u>Weight</u>	<u>Maximum Points</u>
1) Job Performance Exercise --written response to job related problems/ situations	50%	50%
2) Internal Oral Board	35%	35%
3) Education --college credit/degree(s) earned	5%	5
4) Seniority --time in grade as Sgt. III	5%	5
5) Merit/experience --experience in special units outside of a precinct policing team (patrol)	5%	5
	<hr/>	<hr/>
Total	100%	100 pts.

C. Job Performance Exercise Component/Computation

1) The written Job Performance Exercise (JPE) shall be administered by the Chief of Police or his/her designee.

2) A non-participating supervisory bargaining unit representative shall be present at the written exercise to monitor the testing procedure.

3) The written Job Performance Exercise shall be at least two and one-half (2-1/2) hours in length and no more than ten (10) questions.

4) Test questions shall be at the discretion of the Chief of Police or his/her designee but all questions shall be on the knowledge and abilities associated with the rank of Lieutenant's work as described in the job analysis.

5) By December 15 of the odd-numbered years, the Chief of Police or his/her designee shall provide all Sergeant III's with written Job Performance Exercise dimensions and resource material and availability for this testing procedure.

6) The written Job Performance Exercise shall be hand written.

7) The scoring procedure for this testing procedure shall be as follows:

a. The Chief of Police or his/her designee shall have as scorers at least two (2) Captains and one (1) F.O.P. Supervisory bargaining unit representative, who is not participating in the Lieutenant process, score the answers to the written Job Performance Exercise.

b. The answers shall be copied and given to the three (3) scorers. None of the scorers will know the identity of the candidate until after the final scores on the exercise are marked on the scoring sheets.

c. Each scorer will independently compare the candidates' responses with the acceptable responses developed prior to the exercise and will mark the responses that are correct. Once this is completed, all three (3) scorers will meet and award individual points for responses on each question when at least two (2) of the three (3) scorers marked the response correct. All points awarded will be totaled and that will be the score.

d. Up to three (3) additional points, maximum, per question may be awarded if responses not listed on the acceptable

answers' list are independently identified during scoring by two (2) of the three (3) scorers as being appropriate responses to the question.

e. In addition, a maximum of three (3) individual points per question will be awarded if the communication of the response is clear (1 pt.), concise (1 pt.) and logical (1 pt.).

f. The total score for the Job Performance Exercise will be determined by adding the number of acceptable responses credited; additional acceptable responses credited (maximum of three); and communication qualities credited (maximum of three).

D. Education and Seniority Components Computation

1) Education points shall be awarded for college credit/degree(s) earned from an accredited college as follows:

at least 45, but less than 90 term credits*	=	1 point
at least 90, but less than 135 term credits*	=	2 points
135 term credits* or more, but no Bachelor's degree earned	=	3 points
Bachelor's degree earned	=	4 points
Master's degree earned	=	5 points

* semester hour credits earned will be multiplied by 1.5 to determine the term hour equivalency.

To receive points for college credits, the credits must have been earned prior to the first Monday in March of the even-numbered years.

2) Seniority points shall be awarded for each full year of service completed as a Sergeant III prior to the first Monday in March of the even-numbered years as follows:

1 year of service	=	0.5 Points
2 years of service	=	1.0 Points
3 years of service	=	1.5 Points
4 years of service	=	2.0 Points
5 years of service	=	2.5 Points
6 years of service	=	3.0 Points
7 years of service	=	3.5 Points
8 years of service	=	4.0 Points
9 years of service	=	4.5 Points
10 years of service	=	5.0 Points

No additional points shall be awarded a Sergeant III for years of service greater than ten (10).

E. Merit/Experience Components Computation

1) Merit/experience points shall be awarded for each transfer a Sergeant III makes to a special assignment of at least a twelve (12) month duration within the department outside of a precinct policing team.

2) Merit/experience points shall be awarded for each 12-month transfer as follows:

1 transfer	=	2.0 Points
2 transfers	=	4.0 Points
3 transfers	=	5.0 Points

3) Merit/experience points are awarded to a Sergeant III for twelve (12) months completed in each different special assignment as of March 1 of the even-numbered years. A special assignment that extends to any period of months beyond twelve is only eligible for a credit of one assignment.

F. Final Testing Computations

A non-participating supervisory bargaining unit representative shall monitor the final computations of the process scores and shall not divulge the rank order of candidates or their scores except for purposes related to union representation of the employee(s) involved.

G. Participants' review of written Job Performance Exercise

1) All Sergeant III's who participated in the promotional process to Lieutenant shall be given the opportunity to review the test questions, their respective answers, and the test answers of the written Job Performance Exercise. In no instance, however, will any participant be allowed to copy the questions or answers to the Job Performance Exercise.

2) This shall be done as soon as practical by the Captain and/or Lieutenant of the Police Department's Human Resources Division.

H. Compensation for Lodge Participation

The supervisory bargaining unit representative who monitors the process and who scores the results of the Job Performance

Exercise will be permitted to be released from his/her regularly scheduled duty without loss of pay or time or will be permitted to change his/her schedule in order to monitor the process and complete the scoring. In no event shall a supervisory bargaining unit representative acting as a monitor or scorer be compensated by overtime pay or compensatory time.

I. Banding of Test Participants

1) All participants in the Lieutenant's promotional process will be placed on the roster in two(2) bands. With the top 50% of scorers in band 1 and the lowest scoring candidates in band 2. If there is an odd number of candidates, the additional candidate will be placed in band 1.

2) Candidates' last names shall be listed in alphabetical order within bands and no scores shall be posted.

J. Promotional Selection

The Chief of Police shall make promotions to the rank of Lieutenant V from band 1 of the promotional roster pursuant to the following conditions:

All candidates in band 1 must be promoted before a candidate in band 2 is eligible to be promoted unless a candidate is temporarily ineligible due to length of service requirements or a demonstrable reason exists. Any candidate from the Sergeant's rank in band 1 who is passed over for a candidate in band 2 will be advised, in writing, of the reason(s) for being passed over and will be counseled, if appropriate (unless he/she is merely ineligible due to length of service requirements), as to actions he/she may take prior to the next promotional selection to overcome or alter the stated problem(s). Additional training opportunities, if appropriate, shall be made available to assist in remedying identified shortcomings.

K. Process Schedule

The Lieutenant V promotional process shall be completed by April 1 of the even-numbered years and posted within the department.

L. Life of the Roster

1) The life of each roster for promotion to the rank of Lieutenant V shall remain in effect until March 31 of the even-numbered years.

2) All declared vacancies for the rank of Lieutenant V that occur during the life of a roster shall be filled from that roster, except that any vacancy that occurs within thirty (30) days prior to the expiration of the roster on March 31st shall be filled from the roster in effect at the time the vacancy occurred if three (3) or more candidates remain on that roster, otherwise the new roster established April 1 may be utilized to fill the vacancy.

Section 4. Promotional Procedure for Captains

a. Eligibility

1) Rank

a. Employees promoted to the rank of Captain VI must be current sworn employees of the Lansing Police Department holding the rank of Lieutenant V.

b. Any current Lieutenant V can compete in the Captain's promotional procedure. However, in order to be eligible for a promotion to the rank of Captain, a Lieutenant V must meet length of service and education requirements within the first year of the life of the roster.

2) Length of Service

A Lieutenant V must have attained a minimum of (1) year of experience as a Lieutenant V, during the first year of the roster established under this process to be eligible to be promoted to the rank of Captain.

3) Education

A Lieutenant V must have a bachelor's degree in criminal justice, business administration, social science, or an equivalent area in order to be promoted to the rank of Captain.

4) Letter of Intent

All eligible Lieutenant V's will be sent an invitation to participate in the promotional process for Captain VI. Each Lieutenant V must then notify the Human Resources Division of the

Lansing Police Department as to whether or not he or she wishes to participate in the promotional process.

B. Promotional Process

1) Job Analysis

The Captain VI promotional process shall be based on a job analysis for the position and measure a candidate's command of the most important work behaviors, knowledge, skills and abilities required to successfully perform the functions of the position.

2) Job Description

The results of any new Captain VI job analysis will be posted in the form of a job description by November 30 of the odd numbered years.

3) 1998 Process - Assessment Center

The process utilized will be an assessment center.

The Lodge will be permitted one representative who is not a candidate in the promotional process for Captain to monitor the final computations of the process scores and shall not divulge the rank order of candidates or their scores except for purposes related to union representation of the employee(s) involved.

4) Process Schedule

The promotional process shall be completed by April 1 of each even-numbered year.

C. Roster

1) Life of Roster

a. Each roster will remain in effect until March 31, 1998. Thereafter, Each roster shall remain in effect until March 31st of the even-numbered years.

b. All vacancies in the rank of Captain VI that occur during the life of this roster will be filled from this roster, except that any vacancy that occurs within thirty (30) days prior to the expiration of the roster on March 31st shall be filled from the roster in effect at the time the vacancy occurred if three (3) or more candidates remain on that

roster, otherwise the new roster established April 1 may be utilized to fill the vacancy.

2) Banding

a. All candidates participating in the promotional process will be placed on the roster in two bands those candidates who score seventy percent (70%) or above shall be placed in the top band and those who score below seventy percent (70%) shall be in the lower band.

b. Candidates will be listed in alphabetical order by letter only within bands and no scores will be posted.

D. Promotional Selection

1) Responsibility

The Chief of Police (Department Head) is designated by the City Charter (Section 4-402.2) as being responsible for appointing personnel to the position of Captain VI.

2) Selection Process

When a vacancy is declared, the Chief of Police will individually recommend to the Mayor's hiring committee for promotion all eligible candidates in band 1 before any candidates in band 2 can be recommended for promotion, unless a demonstrable reason exists or the remaining candidates are temporarily ineligible due to length of service requirements. If a demonstrable reason(s) exists, the reason(s) must be put in writing by the Chief of Police with copies given to each of the candidates passed over for the promotion and the Lodge's Division President. Whenever the Chief of Police submits a recommendation of an eligible candidate to be promoted to the Mayor's hiring committee, he/she will, as soon as practical, provide the Lodge's Division President with notice of that recommendation.

E. Promotional Process Feedback

Any Lieutenant V who would like feedback on their process results and ways to improve their individual ratings can contact the Captain of the Police Department's Human Resources Division for this information.

ARTICLE 21

VOLUNTARY RETIREMENT

SECTION 1. 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 desires to be retired. Upon verification by the department that said employee has a total of twenty-five (25) years of more of credited service and has attained the age of fifty (50) years he 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 with the collective bargaining agreement between the parties, is amended to provide as follows:

(a) Upon a Fraternal Order of Police 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 to each member on 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 June 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 or more than ninety (90) days subsequent to the filing thereof, he 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 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 July 1, 1989

Section 30(b) shall be interpreted as requiring that the duty disability retirees shall be returned to the first available vacancy in his/her former rank (or equivalent), but in any event not later than ninety (90) days after the action of the board of trustees.

In the event the federal government legislatively mandates social security benefit coverage for employees in this bargaining unit, the parties agree to meet and bargain as to the impact and/or whether the terms and provisions of the current retirement system should be modified or changed to address the economic impact on the City and/or employees of the bargaining unit of the mandated social security coverage. Any such bargaining shall be subject to statutory impasse procedures.

Effective Upon Ratification of the 1989-92 Agreement

All references to attainment of age 55 years by duty disability retirees in Sections 23, 24, 28 and 30 shall hereafter be changed to: the date upon which the duty disability retiree would have achieved 25 years of credited service but for the duty disability or age 55, whichever is earlier. This change shall not apply to non-duty disability retirees. It is the parties' intent that duty disability retirees from this bargaining unit on the date of ratification of this agreement shall also be covered by this provision.

Effective January 1, 1990

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 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 upon approval by the Internal Revenue Service of employee contributions being made with pre-tax dollars¹

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 supervisory member's retirement as provided in this chapter, the member 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, except those members who have currently exceeded 73.75% Shall have their retirement compensation percentage frozen at the time of ratification; provided that this subsection (a) shall be subject to subsection (b) of section 14.

- (b) Effective for all pay periods following the Internal Revenue Service approval of employee contributions being made with pre-tax dollars, the contributions of a member of the retirement system shall be 6.00% Of the compensation paid by the City. The Director of Finance or other officer responsible for making up the payroll shall cause the 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 employee's tenure.

¹Upon execution of a tentative agreement, the employer will assist the Lodge and individual bargaining unit members in securing the information for the calculation of the bi-weekly cost of the retirement improvement.

- (c) Any employee that retires after ratification of the agreement shall receive the increased benefit reflected in subsection (a) above the month following the IRS approval as referenced in subsection (b) above.

Effective August 1, 1999

Upon a Fraternal Order of Police supervisory member's retirement as provided in this chapter, the member shall receive a retirement allowance equal to the sum of 3.20 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. Final average compensation shall not exceed 110% of the member's base pay at the time of retirement. Base pay shall be defined as annual base salary, longevity, gun and clothing allowances, sick leave, shift premiums and four holidays. Effective for all pay periods following August 1, 1999 member's contributions to the retirement system shall be 9.52% of the compensation paid by the City. The City shall cause the applicable contribution to be deducted from the compensation to each member on each payroll through the remainder of the employee's tenure.

SECTION 2. Retirement Allowance Election.

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 agreed upon by the Lodge and 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 Lodge and the City of Lansing.

SECTION 3. Post-Retirement Benefit Adjustments. Periodic adjustments will be made to the retiree pension benefits pursuant to Appendix F.

Section 4. Purchase of Military Service Credit. Upon ratification of this agreement by both parties, 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.

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 3, within five (5) days after the discipline became grievable. All other grievances shall be filed within ten (10) days and processed as provided for below.

An employee at any time may present a grievance to his/her immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's representative has been given opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his/her first line supervisor to discuss the grievance. If the issue is unresolved, the employee, on his/her own time, 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 shall present the written grievance to the Chief of Police, or designated representative, within ten (10) work days after circumstances giving rise to the grievance were known or should have been known by the employee. During the same time period, a copy of the grievance shall be given to the Labor Relations Administrator. One or the other of these parties shall write the City's answer on the form and return it to the Lodge representative within twenty (20) days of receipt.

Step 2. (Optional) Either party may initiate a special conference to discuss a grievance following Step 1, pursuant to Article 19, Section 5. Such a 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 notice with the Labor Relations Administrator, within

forty-five (45) calendar days of the date of receipt of the answer in Step 1. In the event such written notice is not served, the matter shall be considered settled on the basis of the written disposition made in the last step of the grievance procedure, and shall not be eligible for further appeal to arbitration.

An arbitrator shall be chosen from the current local panel by blind draw (or using such other method upon which the parties mutually agree) within seven (7) work days of the written notification of intent to appeal to arbitration. Such settlement shall be final and binding upon the City, the employee or employees involved, the Lodge and its members.

In the event that the parties do not have a current local panel of arbitrators, the Lodge may file a written demand for arbitration with the Federal Mediation and Conciliation Service at the same time it files its notice with the City.

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 thirty (30) days after the submission of any briefs, only the question submitted or the question selected, in accordance with the interpretation and application of the 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. Once the question has been submitted to the arbitrator, either party may withdraw the case from the arbitrator at the withdrawing party's expense.

5. The fees and expenses incurred by the arbitrator shall be paid equally by the parties to this Agreement, with the exception of Paragraph 4 above.

6. The arbitrator shall hold a hearing unless the parties agree otherwise, at which both sides shall be given the opportunity to present any and all evidence they may have concerning said grievance. The arbitrator shall, at the close

of the testimony, decide whether or not he/she wants the question submitted in written brief form.

7. If both parties waive a hearing, the issue may be submitted to an arbitrator by written brief.

8. The award of the arbitrator shall be final and binding on the City, and Lodge, and any employee covered by this Agreement.

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 and presenting the grievance or grievances (excluding outside conferences, such as with legal counsel) at Steps 1 and 2 of the grievance procedure established in this Article. Prior to using duty time to discuss and/or present a grievance, however, the grievant or Lodge representative, if either or both are on duty, must request and receive permission from his/her duty supervisor to be temporarily absent from the employee's 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 (1) employee, or when there are multiple grievances that involve essentially identical factual situations, the time spent in conferring about 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. No grievance shall be valid for more than ten (10) days prior to the date the grievance was first filed in Step 1 of the grievance procedure.

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

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

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

F. A grievance not answered by the City within the time limit provided shall be automatically advanced to the next step of the grievance procedure, advancement to arbitration shall still require written notice to the City.

G. For the purposes of the grievance procedure as set forth in this Article, the words "day" and "workday" 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; the day on which a grievance is returned to the Lodge by the City, the day on which a grievance is received from the Lodge and days when City offices are closed.

H. The parties, in recognition of the costs of arbitration and other related legal hearings, agree that all disputes shall be resolved in a cost efficient and expeditious manner.

I. The Lodge and the City, promptly after execution of this Agreement, shall agree upon a current local panel of local arbitrators who are acceptable to the parties.

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 employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this union.

ARTICLE 24

GUIDELINES FOR SERGEANT III ASSIGNMENT SELECTIONS AND TRANSFERS

SECTION 1. Transfers Outside Uniform Patrol. Transfers to assignments outside the Uniform Division, Patrol Bureau, will be filled by following the posting and transfer guidelines described in this Article, unless specifically exempted below and/or consistent with special qualifications or other limitations referred to in Section 3.B.

SECTION 2. Posting. At least once each year, the City will post a list of assignments outside the Uniform Division, Patrol Bureau, which could be filled by transferring a Sergeant III. Sergeants interested in being considered for transfer into one (1) or more of these positions will indicate their interest by submitting a written notice for the transfer opportunity(ies), to the Human Resources Division. Where appropriate, such notice shall refer to special qualifications or training of the Sergeant. This Section shall not apply to the short term assignments allowed under Section 4.E. of this Article.

Within sixty (60) days of the ratification of this Agreement by both parties, the City will provide the Lodge with a written procedure for posting assignments, pursuant to this Section.

SECTION 3. Selection.

A. Specific Exemptions. If Sergeants are ever incorporated into the Tri-County Metro Narcotics Squad, selection of candidates for temporary transfers to that assignment shall be made at the discretion of the City, from those candidates expressing interest in the assignment. Assignments to Internal Affairs and Planning shall also be made at the discretion of the City.

B. Other Limitations. Selection of candidates for temporary transfers outside the Uniform Division, Patrol Bureau, to other assignments shall be made insofar as possible from those Sergeants expressing interest through the posting process. Reasonable limitations may also be imposed by the City for various assignments, which may include but are not limited to qualifications required for an assignment, special training for an assignment, skill or ability to perform certain duties, and operational concerns.

SECTION 4. Assignment Duration.

A. General. Sergeants selected to be assigned to positions outside the Uniform Division, Patrol Bureau, may remain in those positions for periods not to exceed three (3) years, unless otherwise noted in this Section. Assignments in effect on the effective date of this Agreement shall be subject to these guidelines. Where the City deems it appropriate to extend an assignment beyond the general guideline, where no contractual exception has been established, the City shall notify the Lodge of its reason for the extension and meet in special conference regarding the matter upon request of the Lodge. Thirty (30) days shall generally be deemed to be a reasonable period of overlap for training. Squad transfers within a division shall not be considered a new assignment.

B. Specific Time Limits. Assignments to all special units (i.e., other than patrol) shall not exceed two (2) years for bargaining unit members who are involuntarily drafted to the assignment and shall not exceed three (3) years for bargaining unit employees who volunteer for the assignment. Thirty (30) days prior to the conclusion of the two (2) year assignment, employees who are involuntarily drafted to a special unit assignment shall be given an opportunity to voluntarily continue that assignment for one (1) additional consecutive year prior to being reassigned from the special unit.

All mandatory drafts or transfers shall be made from a list of bargaining unit members who have never served in a unit outside of the uniform patrol division as a supervisor for more than a cumulative period of two (2) years. In the case where no bargaining unit member would be eligible for the above list, the Chief of Police or his/her designee may choose any Sergeant III except one who has been drafted before.

In addition, at any time during the involuntary assignment, the sergeant may request a transfer out of the assignment provided another sergeant who is interested and qualified and who desires to volunteer for the assignment has been identified to take the drafted employee's place in the assignment. Such requests for transfer out of a special assignment shall be granted in so far as practical as determined by the Chief of Police. Assignment to the Internal Affairs, Planning, Polygraph and Training Units shall be for whatever duration deemed appropriate by the Chief of Police.

C. Newly Promoted Sergeants. Newly promoted Sergeants will be assigned pursuant to the Letter of Understanding, Appendix B.

D. Return to Patrol. Except where a special need exists, Sergeants who have completed their assignments shall return to the Uniform Division, Patrol Bureau, for approximately two (2) years before being considered for another assignment.

E. Short Term Assignments. If additional short term assignments are necessary because of an emergency, an unusual demand for service, a temporary shortage of personnel, or similar reason, the City may assign employees to work such assignments for an initial thirty (30) day period without compliance with the guidelines in this Article. If an extension beyond the initial thirty (30) day period is necessary, written notice of the extension shall be given to the Lodge. If the Lodge does not object to a notice of extension, the extension shall be effective for up to thirty (30) additional days. If the Lodge does object to a notice of extension within three (3) work days of receipt, a special meeting shall be scheduled to respond to the questions and concerns of the Lodge.

F. The limitations upon assignment duration specified above shall not be interpreted to preclude a Sergeant from continuing in an assignment beyond the designated time limit if all of the following circumstances exist: (1) No other Sergeant has expressed interest in an assignment pursuant to Section 2; and (2) the incumbent states in writing that he/she would like to remain in the assignment.

ARTICLE 25

SHIFT AND PRECINCT ASSIGNMENTS

The following procedure will be implemented and is agreeable to both the Lansing Police Department and the Fraternal Order of Police, Lodge #141, Supervisory Division, regarding the shift and precinct assignment (selection) of supervisors assigned to any division, bureau, or unit that operates by shifts:

1. Shift and precinct selection shall be based on seniority in rank as defined in Article 6, Section 1, paragraph (a), page 5.
2. Management shall prepare and circulate the form for the shift and precinct assignment.

3. The affected time periods shall begin the first cycle after the date of contract ratification by both parties.
4. Precinct selection shall be made and posted prior to shift selections being made and shall commence the first Saturday in September for the period of the first Saturday in September through the first Friday the following September.

Shift selection shall be for the following time periods: the last Saturday in November to the first Saturday in March; the first Saturday in March to the last Saturday in May; the last Saturday in May to the first Saturday in September; and, the first Saturday in September to the last Saturday in November.

5. Shift selection shall be posted twenty-eight (28) days prior to the effective date.
6. Vacancies that occur during the four (4) twenty-eight (28) day work cycles, or during the twenty-eight (28) day posting period immediately prior thereto, will be filled by the most senior supervisor in the division, bureau or unit and within the applicable precinct who indicated a willingness to change during a work cycle. Supervisors will indicate their willingness to change when they make their shift picks. Supervisors returning to patrol will fill the vacancy created by the most recent vacancy. Newly promoted sergeants will be assigned to the vacancy that ultimately exists after these changes are completed.
7. The number of personnel assigned per platoon is at the discretion of management.

ARTICLE 26

DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

Only the Chief of Police or his/her sworn 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 was 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.

ARTICLE 27

TERM OF THIS AGREEMENT

SECTION 1. General Term of Agreement. Except as specifically set forth below, this Agreement shall be effective July 16, 1998 and shall continue in full force and effect until 11:59 p.m., July 15, 2001, and for successive annual periods thereafter unless not more than one hundred twenty (120) days 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.

IN WITNESS WHEREOF, the parties have set their hands this 27 day of MARCH, 2000.

FOR THE UNION

BY 

ITS: President

FOR THE CITY
BY ITS MAYOR:



David C. Hollister

BY Thomas King
ITS: EXECUTIVE DIRECTOR
Fraternal Order of Police
Capitol City Lodge #141

ITS CLERK:

Marilynn Slade
Marilynn Slade

J. J. Smith
Approved as to Form by :
City Attorney

Robert W. Brown
I hereby certify funds have
been appropriated:
Finance Director

John A. Beninger
Labor Relations

APPENDIX A

WAGES

Listed below are the classifications in the Police Department which are covered by this Agreement with the corresponding annual salaries and the merit increases for each step increase agreed to by the parties of this Agreement. On the pay period beginning on or immediately following the dates indicated, the indicated wage rates shall take effect:

Wage Effective 7/16/98
(3.1%)

Rank	Rates	Step 1	Step 2	Step 3	Step 4	Step 5
Sgt. III	Annual	44,512.00	46,404.80	48,027.20	49,504.00	50,980.80
	Bi-Wkly	1,712.00	1,784.80	1,847.20	1,904.00	1,960.80
	Hourly	21.40	22.31	23.09	23.80	24.51
	Overtime	32.53	33.91	35.10	36.18	37.26
Lt. V	Annual	51,064.00	52,332.80	53,580.80	55,078.40	56,056.00
	Bi-Wkly	1,964.00	2,012.80	2,060.80	2,118.40	2,156.00
	Hourly	24.55	25.16	25.76	26.48	26.95
	Overtime	37.32	38.24	39.16	40.25	40.96
Capt. VI	Annual	56,097.60	57,990.40	59,259.20	60,049.60	61,672.00
	Bi-Wkly	2,157.60	2,230.40	2,279.20	2,309.60	2,372.00
	Hourly	26.97	27.88	28.49	28.87	29.65
	Overtime	40.99	42.38	43.30	43.88	45.07

Wage Effective 7/16/99
(3.1%)

Rank	Rates	Step 1	Step 2	Step 3	Step 4	Step 5
Sgt. III	Annual	45,884.80	47,840.00	49,524.80	51,043.20	52,561.60
	Bi-Wkly	1,764.80	1,840.00	1,904.80	1,963.20	2,021.60
	Hourly	22.06	23.00	23.81	24.54	25.27
	Overtime	33.53	34.96	36.19	37.30	38.41
Lt. V	Annual	52,644.80	53,955.20	55,244.80	56,784.00	57,803.20
	Bi-Wkly	2,024.80	2,075.20	2,124.80	2,184.00	2,223.20
	Hourly	25.31	25.94	26.56	27.30	27.79
	Overtime	37.47	39.43	40.37	41.50	42.24
Capt. VI	Annual	57,844.80	59,779.20	61,089.60	61,900.80	63,585.60
	Bi-Wkly	2,224.80	2,299.20	2,349.60	2,380.80	2,445.60
	Hourly	27.81	28.74	29.37	29.76	30.57
	Overtime	42.27	43.68	44.64	45.24	46.47

Wage Effective 7/15/2000
(3.3%)

Rank	Rates	Step 1	Step 2	Step 3	Step 4	Step 5
Sgt. III	Annual	47,403.20	49,420.80	51,168.00	52,728.00	54,288.00
	Bi-Wkly	1,823.20	1,900.80	1,968.00	2,028.00	2,088.00
	Hourly	22.79	23.76	24.60	25.35	26.10
	Overtime	34.64	36.12	37.39	38.53	39.67
Lt. V	Annual	54,392.00	55,744.00	57,075.20	58,656.00	59,716.80
	Bi-Wkly	2,092.00	2,144.00	2,195.20	2,256.00	2,296.80
	Hourly	26.15	26.80	27.44	28.20	28.71
	Overtime	39.75	40.74	41.71	42.86	43.64
Capt. VI	Annual	59,758.40	61,755.20	63,107.20	63,939.20	65,686.40
	Bi-Wkly	2,298.40	2,375.20	2,427.20	2,459.20	2,526.40
	Hourly	28.73	29.69	30.34	30.74	31.58
	Overtime	43.67	45.13	46.12	46.72	48.00

All persons receive step increase every twelve (12) months thereafter until they reach Step 5 of the Sergeant, First Lieutenant or Captain's rank or Step 4

for Second Lieutenant's rank. Consistent with arbitration, FMCS #90-14488, new promotions will be made to the wage level which gives a full step increase from the previous pay level. Persons who have in excess of one (1) year at Step 4 of the Sergeant, Lieutenant V and Captain's rank, as of the date of the arbiter's award, will be immediately elevated to Step 5. Any change in annual salary is effective as of the date of the individual elevation to Step 5, and is not retroactive. All other Sergeants, Lieutenant (V) and Captains at Step 4 on the date of the arbiter's award will be elevated to Step 5 on the one (1) year anniversary date of their elevation to Step 4. All new promotions to proceed to the next highest step six months after promotion and then receive an additional step increase, every twelve (12) months thereafter until they reach Step 5.

Retroactive wages will be paid to employees on the active payroll at the time of ratification by both parties and to those bargaining unit members who retired between 7/16/98 and the date of ratification by both parties. These increases shall be applied to the hourly wage rate.

APPENDIX B

LETTER OF UNDERSTANDING
REGARDING
ASSIGNMENT OF NEWLY PROMOTED SERGEANTS

The following procedure will be implemented and is agreeable to both the Lansing Police Department and the Fraternal Order of Police, Lodge #141, Supervisory Division, regarding the assignment of newly promoted sergeants.

Newly promoted sergeants will be assigned to the Uniform Division, Patrol Bureau, for a period of at least six (6) months before being assigned outside of the patrol bureau. However, at no time shall management be required to assign more than the following number of newly promoted sergeants to the indicated platoon/assignment.

<u>Priority of Assignment</u>	<u>Patrol</u>	<u>Total Assigned to Shift/ New Sgts. Assigned to Shift</u>
5th assignment	days	4 total sgts./2 new sgts.
1st assignment	afternoons	if 6 total/3 new sgts.
		If 5 total/2 new sgts.
4th assignment	nights	if 6 total/3 new sgts.
		If 5 total/2 new sgts.
<u>Detention</u>		
2d assignment	afternoons	2 total sgts./1 new sgt.
3d assignment	nights	2 total sgts./1 new sgt.

Newly promoted sergeants shall be defined as those with less than six (6) months in rank.


Newly promoted sergeants that are promoted between shift selection periods shall be assigned to the vacated assignment for the duration of that shift selection period, after which regular assignment procedures will apply.

Sergeants temporarily assigned out of preference selection shall be returned to their preferred assignment no later than six (6) months after the temporary assignment is made.

APPROVED BY:



Charles Reifshyder
Chief of Police



Wendell Frever, President
Lansing Supervisory Division
FOP, Capitol City Lodge #141
Date: 12/27/89

Date: 12/29/89



LABOR RELATIONS DEPARTMENT

119 N Washington Square
Lansing, Michigan 48933
(517) 483-4010

APPENDIX C

October 13, 1989

Fraternal Order of Police
Capitol City Lodge #141
Lansing Supervisory Division

ATTENTION: Wendell Frever, President

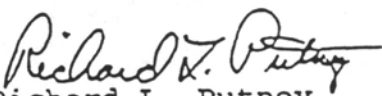
Dear Mr. Frever:

During the 1989 contract negotiations the parties discussed the issue of drug and alcohol testing. The parties did not reach a conclusion concerning this matter.

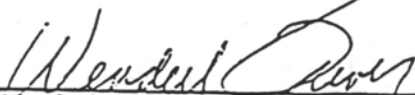
The parties agreed that if the City decides to initiate a drug and alcohol testing program that will include employees covered by this bargaining unit the City will meet and confer with the Lodge before initiating any such program.

Sincerely,

CITY OF LANSING


Richard L. Putney
Labor Relations Director

Accepted and Approved:


Wendell Frever, President
Lansing Supervisory Division
Fraternal Order of Police
Capitol City Lodge #141

APPENDIX D

LETTER OF UNDERSTANDING
BETWEEN
THE FRATERNAL ORDER OF POLICE, CAPITOL CITY LODGE #141
SUPERVISORY DIVISION
AND
CITY OF LANSING
REGARDING

JOINT LABOR-MANAGEMENT COMMITTEE

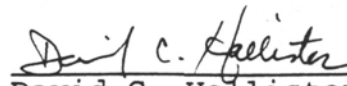
The Lodge agrees to participate in a Joint Labor-Management Committee in order to cooperatively discuss matters of concern, including but not limited to, development of proposals to induce City employees to voluntarily purchase homes and live in the city and issues regarding protected group members. 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.

FOR THE UNION

BY 
ITS: President

FOR THE CITY
BY ITS MAYOR:


David C. Hollister

BY [Signature]
ITS:

ITS CLERK:

Marilynn Slade
Marilynn Slade

[Signature]
Approved as to Form by :
City Attorney

[Signature]
I hereby certify funds have
been appropriated:
Finance Director

[Signature]
Labor Relations

APPENDIX E

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF LANSING
AND
FRATERNAL ORDER OF POLICE
LODGE #141, 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 incentive for members of the Lodge who agree to purchase a home in Lansing. One such program will assist employees in purchasing a primary residence within the City by providing loans to employees. If applications for financial incentives exceed the available funds, incentives shall be provided on a first come, first served basis, in accordance with the date on which the application was received by the City.

The City and the Lodge will implement this program in Fiscal year 1996-97 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 
ITS: President

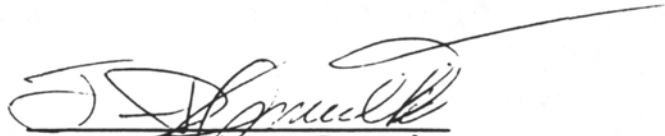
BY 
ITS: 

FOR THE CITY
BY ITS MAYOR:


David C. Hollister

ITS CLERK:


Marilynn Stade



Approved as to Form by :
City Attorney



I hereby certify funds have
been appropriated:
Finance Director



Labor Relations

APPENDIX F

SUPPLEMENTAL AGREEMENT

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

POST-RETIREMENT BENEFIT ADJUSTMENT

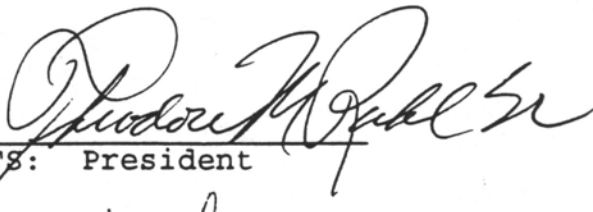
During the 1994 negotiations, the parties agreed to joint negotiations between the City and the bargaining units that comprise the City of Lansing Police and Fire Retirement System. Those bargaining units included the International Association of Firefighters, Local #421; the Fraternal Order of Police, 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.

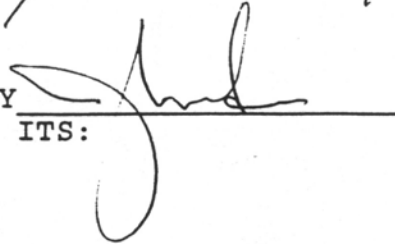
In the course of the negotiations the following terms were agreed upon utilizing the analysis of the City's actuarial firm, Gabriel, Roeder, Smith & Company dated May 18, 1994:

1. The assumed rate of investment for the Police and Fire Retirement System (P&FRS) will be increased from 7% to 8% annually (based on a 5% annual inflation assumption), effective 12/31/94;
2. 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.
3. 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:

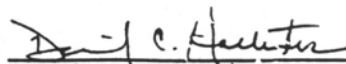
- a. has twenty-five (25) years or more of credited service with the City at the time of retirement; this service requirement is waived in the case of duty death;
 - b. has attained the age of sixty (60) years;
 - c. has been retired for at least six (6) months, and;
 - d. shall be in accord with the 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.
4. 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.
 5. 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.
 6. The reduction in the City contribution required to finance current benefit provisions, based on the proposed 8% 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.
 7. 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.
 8. All language changes in #4 and #7 above will be mutually agreeable to all parties.
 9. 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

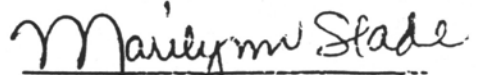
BY 
ITS: President

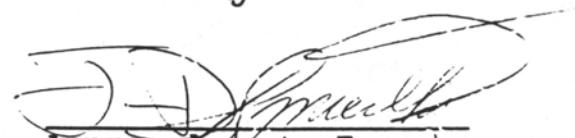
BY 
ITS:

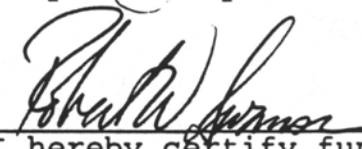
FOR THE CITY
BY ITS MAYOR:



David C. Hollister

ITS CLERK:


Marilynn Slade


Approved as to Form by :
City Attorney


I hereby certify funds have
been appropriated:
Finance Director


Labor Relations

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