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# **AGREEMENT**

BETWEEN

**BOARD OF TRUSTEES  
CHARTER TOWNSHIP OF LANSING**

AND

**POLICE OFFICERS LABOR COUNCIL**

**NON-SUPERVISORY DIVISION**

Effective: **AT SIGNING**

Through: **DECEMBER 31, 2002**

*Lansing Township*

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## **AGREEMENT**

This AGREEMENT is entered into this 29<sup>th</sup> day of June, 2000, between the **BOARD OF TRUSTEES OF THE CHARTER TOWNSHIP OF LANSING**, hereinafter referred to as the "Employer", and the **POLICE OFFICERS LABOR COUNCIL, NON-SUPERVISORY UNIT**, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise and to set forth herein the basic Agreement between the parties concerning rates of pay, wages and hours of employment and other conditions of employment.

### **ARTICLE 1 - RECOGNITION OF THE UNION**

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by the bargaining unit.

Section 2. Definition of Bargaining Unit. The bargaining unit consists of all regular full-time sworn employees of the Lansing Township Police Department whose positions are classified as patrolmen and detectives.

Section 3. Notification. The Union will furnish to the Chief of Police in writing within thirty (30) days of the signing of this Agreement, a list of officers of the Union.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

The Charter Township of Lansing, Michigan, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States.

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 Charter Township of Lansing, Michigan, 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 the services to be rendered, the control of materials, tools and equipment to be used, and the discountenances of any services, material or methods of operation, subject to the specific terms of this Agreement;
- B. To introduce new equipment, methods, machinery or process, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To subcontract or purchase any or all work, processes or services, consistent with the terms of this Agreement;
- 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 days or effect reduction in hours worked by combining layoffs and reductions in the work week or work day, however; any changes in the work week shall be subject to negotiations between the Township and the Union.
- G. To permit municipal employees not included in the bargaining unit to perform bargaining unit work when an emergency exists which places a demand on the Township necessary for the conduct of municipal services when bargaining unit personnel are not reasonably available.
- H. To direct the work force, assign work and determine the number of employees assigned to operations;
- I. To establish, change, combine and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification, upon notification to the Union, however, any such wage rate(s) applied to a new or changed classification shall be subject to the grievance procedure.
- J. To determine lunch, rest periods and cleanup time, the starting and quitting time and the number of hours to be worked;
- K. To establish work schedules;
- L. To discipline and discharge employees with seniority for just cause;

- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs, provided that no rule will be adopted without notice to the Union; and its reasonableness may be subject to the grievance procedure;
- N. To transfer, promote and demote employees from classification, department or shift to another, subject to the specific terms of this Agreement;
- 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.

### **ARTICLE 3 - MANAGEMENT SECURITY**

Section 1. 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 Union, therefore, agrees 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 part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-down, stay-ins, stoppages of work or any acts of other alteration of existing work performance.

### **ARTICLE 4 - UNION SECURITY AND CHECK-OFF**

Section 1. The Employer will not discriminate against any employee because of membership in the Union.

Section 2. Check-off.

- A. The Employer agrees to deduct from the regular monthly pay of each Union member who has an executed check-off authorization form on file, the Union dues or service charge for the following month subject to all of the following subsections.

- B. The Union shall obtain from its members a completed check-off authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.
- C. The Union shall exclusively use the following check-off authorization form as herein provided for (see attached page).
- D. All check-off authorization forms shall be filed with the Township Clerk who may return any incomplete, or incorrectly completed forms to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.
- E. The Employer shall check-off only obligations which come 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 Union.
- F. The Employer's remittance will be deemed correct if the Union does not give written notice to the Township Clerk, within two (2) calendar weeks after a remittance is sent, of its belief, with reasons(s) stated therefore, that the remittance is incorrect.
- G. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from the employee's pay of Union dues or service charge or in reliance on any list, notice, certification, or authorization furnished under his Article.

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

### Section 3. Agency Shop Provisions.

- A. During the term of this Agreement employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership or pay a service charge, the sum to be equivalent to the legally permissible proportionate cost of negotiations and administering the bargaining agreement.
- B. During the term of this Agreement, employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, on or before the 10<sup>th</sup> day after the 30<sup>th</sup> day following the beginning of their employment in the unit, shall be required as a condition of continued employment to become and remain members of the union or pay a service charge for representation, the sum to be equivalent to the legally permissible proportionate cost of negotiations and administering the bargaining agreement.

- C. An employee who shall tender a fully executed check-off authorization form for deduction of union membership dues or the service charge shall be deemed to have met the conditions of this section. An employee who does not have a check-off authorization form in effect and is more than sixty (60) days in arrears in payment of the membership dues or the service charge for representation shall have the service charge amount deducted from his/her pay pursuant to MCLA 408.477; MSA 17.277 (7) at the request of the Union. In the event of any dispute between the employee and the Union regarding the appropriate amount of the service charge, the amount in dispute shall be held in escrow or such other course of action shall be taken as directed by the court.

<p><b>EXECUTIVE OFFICES</b>          667 East Big Beaver / Suite 205 / Troy, MI 48083-1413  <b>POLICE OFFICERS LABOR COUNCIL</b>  <b>Dues Check-Off Card</b></p>			
<p>I hereby request and authorize to be deducted from my wages while in your employee, a labor representation fee of \$_____ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representation of the bargaining unit</p> <p>The amount deducted for the labor fee shall be paid by the 10<sup>th</sup> of each month to the POLICE OFFICERS LABOR COUNCIL, 667 E. Big Beaver, Suite 205, Troy, MI 48083-1413.</p>			
(Print) Last Name	First Name	Middle Initial	
Address	City	State	Zip
Social Security Number	Signature	Date	

## **ARTICLE 5 - UNION BARGAINING COMMITTEE**

Section 1. The bargaining committee of the Union will include not more than four (4) representatives. These representatives shall be composed of not more than two (2) non-township employee representatives and not more than two (2) department employee representatives. The Union will furnish the Township Supervisor with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2 If an employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining as time worked during his/her tour of duty on that day. Off duty bargaining representatives are not eligible for additional compensation for time spent in negotiations.

## **ARTICLE 6 - PROBATIONARY PERIOD**

Section 1. When a new employee is hired in the unit, he/she shall be considered probationary employee for the first six (6) months of his/her continuous regular, full-time employment as a sworn officer. The Union shall represent probationary employees for the purpose of collective bargaining in respect of pay, wages, hours of employment and other conditions of employment, except on matters concerning discipline, layoff, or termination which shall not be subject to the grievance or arbitration procedures.

## **ARTICLE 7 - SPECIAL MEETING**

Section 1. Special meetings for important matters will be arranged between the Union President and the Employer upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer. Arrangements for such a meeting shall be made in advance and an agenda for the matter(s) to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for the time spent in such special meetings.

## ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance shall be defined as a dispute involving an alleged violation, interpretation or application of the specific provisions of this Agreement and shall be settled only in accordance with procedure herein provided.

Section 2. Rules of Grievance Processing.

- A. All grievances shall be in writing when presented at Step 2 of the grievance procedure and shall contain the following:
  - 1. It shall be signed by the grievant or grievants except in extenuating circumstances wherein his/her representative shall sign.
  - 2. It shall contain a synopsis of all of the facts that the grievant knows or can reasonably be obtained by due diligence which facts shall include: time, date(s), who, what, when, where, why.
  - 3. It shall cite the sections or subsections of the contract alleged to have been violated or rules or regulations or order alleged to have violated the contract.
  - 4. It shall specify the relief requested.
- B. All grievances shall be submitted within seven (7) days after the occurrence of the event giving rise to the grievance or within seven (7) days of when the grievant should reasonably have known of the occurrence.
- C. Employer and Union representatives shall sign and date the grievance and any answer at each step of the grievance procedure indicating receipt thereof and their answer(s).
- D. A grievance not processed within the time limits shall be deemed withdrawn and shall not be subject to re-submission.
- E. A grievance timely filed but not answered by the Employer representative within the time limits shall automatically proceed to the next step of the grievance procedure when the time for the Employer's answer has expired.
- F. Where reference to days is made in the grievance procedure, only weekdays, Monday through Friday, will be so considered in these time periods. Saturdays, Sundays and holidays shall not be considered in these time periods.
- G. The time limits set forth in the grievance procedure may be extended only by the mutual written agreement of the parties.
- H. The Union representative may file a written grievance on an issue that involves all members of the bargaining unit.

- I. The Union representative or his/her alternate shall be allowed time off the job without loss of pay, as necessary to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her Shift Commander to do so. The Shift Commander will normally grant permission and provide sufficient time to the Union representative or his/her alternate to leave his/her work for these purposes subject to necessary emergencies exceptions. The privilege of the Union representative or his/her alternate leaving his/her work during hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will perform his/her regularly assigned work, at all times except when necessary to leave his/her work to handle grievances provided herein.

Any alleged abuse by either party will be a proper subject for a special meeting.

- J. The Union representatives may meet, if on the Employer's property, at a place designated by the Employer for one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- K. A grievance form, provided by the Union, shall be used for written grievances. The grievance form shall not waive any requirements contained in the grievance rules.

### Section 3. Steps of the Grievance Procedure.

#### Step 1.

- A. Whenever an employee believes he/she has been aggrieved, he/she and/or the Union representatives shall first present the grievance verbally to the immediate supervisor prior to filing a written grievance.

#### Step 2.

- A. If the grievance is not resolved at Step 1 with the immediate supervisor and should the grievant and/or the Union desire to proceed to Step 2, then the grievance shall be reduced to writing according to the requirements of Section 2, subpart A and shall be presented to the Chief of Police or his/her designee within seven (7) days after the facts giving rise to the grievance have occurred or should reasonably have been known to occur.
- B. The Chief of Police or his/her designee shall schedule and hold a meeting within seven (7) days, to discuss the grievance with the grievant and Union Representative.
- C. The Chief of Police or his/her designee shall answer the grievance in writing within seven (7) days from the date of the meeting.

Step 3.

- A. If the answer of the Chief of Police or his/her designee is not acceptable to the grievant and/or the Union representative, the Union representative shall present the grievance to the Township Supervisor within seven (7) days from the date of the answer from the Chief of Police or his/her designee was given or due as the case may be.
- B. The Township Supervisor shall schedule and hold a meeting within seven (7) days, to discuss the grievance with the grievant and the Union representative.
- C. The Township Supervisor shall answer the grievance in writing within seven (7) days for the date of the meeting.

Step 4.

- A. If the answer of the Township Supervisor is not acceptable to the grievant and/or Union representative, the grievance shall be referred to the non-employee Union representative.
- B. The non-employee Union representative shall review the grievance, and if he/she wishes to carry the matter further, he/she will within seven (7) days of the answer of the Township Supervisor, refer the matter to the Public Safety Committee in writing, and a copy of said writing shall be sent to the Township Supervisor.
- C. The Public Safety Committee shall schedule and hold a meeting within seven (7) days to discuss the grievance with the grievant, Union representative and non-employee Union representative.
- D. The Public Safety Committee shall answer the grievance in writing within seven (7) days from the date of the meeting.

Step 5.

- A. If the answer of the Public Safety Committee is not acceptable to the grievant and/or Union, the non-employee union representative may refer the grievance to arbitration within fifteen (15) days from the employee's receipt of the Public Safety Committee's answer, through the Federal Mediation and Conciliation Service in accordance with its rules.
- B. A copy of the request for arbitration to the F.M.C.S. shall be sent to the Public Safety Committee Chairperson within fifteen (15) days from the employee's receipt of the Public Safety Committee's answer.
- C. The F.M.C.S. rules governing selection of an arbitrator shall prevail unless the parties mutually agree upon an arbitrator. F.M.C.S. shall submit a list of seven (7) Michigan arbitrators. Selection will be made by the alternate striking method with the the first strike determined by a flip of the coin. Either party can

unilaterally request a second list of arbitrators and pay the fee, if any, for such second list.

Section 4. Arbitrator's Powers.

- A. The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.
- B. The decision of the arbitrator shall be final and binding on the Employer, the Union and the grievant, if said decision is within the arbitrator's power herein.
- C. The arbitrator shall render his/her decision in writing within sixty (60) days from the date of the arbitration hearing or submission of briefs, whichever date is later.
- D. The expenses and fees of the arbitrator shall be shared equally by the Township and the Union.
- E. Either party can have the proceedings recorded by a certified court reporter or recorder.

**ARTICLE 9 - DISCHARGE AND DISCIPLINE**

Section 1. Discipline is primarily the responsibility of the Chief of Police. All disciplinary action(s) against employees with seniority shall be for just cause. Discipline shall be positive, developmental, and progressive in nature, except for serious violations.

Section 2. Whenever disciplinary action is taken against an officer with seniority, the charges and specifications resulting in such discharge or discipline shall be reduced to writing and copies shall be furnished to the Union representative and to the employee against whom the charges are brought.

Section 3 The Employee shall have the opportunity to meet with his/her Union representative at the time he/she receives notice of disciplinary action and the Union representative shall be present, if so requested by the employee, at the time of the disciplinary action.

Section 4. In the event an employee is disciplined or discharged, and believes said discipline to be in violation of the Contract, he/she must file a written grievance at Step 3 of the grievance procedure.

Section 5. In imposing any discipline, the Chief of Police will not base his/her decision upon any infraction of department rules or regulations which occurred more than two (2) years previously.

Section 6. In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall pay full compensation, partial or no compensation as may be decided under the arbitrator's powers. In case of improper discipline or discharge, the arbitrator shall have the power to order back pay when pay has been lost due to an improper discharge or discipline, taking into account compensation earned elsewhere during the period in question which would not have been earned otherwise and unemployment compensation benefits received.

Section 7. All disciplinary actions against employees with seniority shall be for just cause.

Section 8. Whenever a criminal charge or charges are preferred by a warrant against the employee, it shall be the prerogative of the Employer to suspend the employee without prejudice and with or without pay until the charges within the criminal justice system are concluded.

#### **ARTICLE 10 - SENIORITY**

Section 1. Definition.

- A. Township seniority shall mean the length of service with the Township.
- B. Unit seniority shall mean the length of service with the bargaining unit.

Section 2. Management shall maintain a roster of employees, arranged according to seniority showing name and unit seniority date, and shall furnish a copy to the Union in January of each year.

#### **ARTICLE 11 - LAYOFF AND RECALL**

Section 1. Definition. Layoff shall mean the separation of an employee from the active work force due to lack of work or funds or due to the elimination of positions because of changes in the organization.

Section 2. Order of Layoffs.

- A. No regular or probationary employee shall be laid off from his/her position in the Lansing Township Police Department while any seasonal, temporary or provisional employees are serving in the same position class in that Department.
- B. Except as provided below, the layoff of probationary or regular employees in the Lansing Township Police Department shall be by reverse order of seniority within rank.

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 Lansing Township Police Department. Demotion shall be through those classes in which the employee previously held regular status, provided that an employee serving a probationary period shall not displace a regular employee in a class in which he/she has not previously held regular status.

Section 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 5. Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have names placed on preferred eligible lists in order of seniority for each class from which displaced within the Lansing Township Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.

Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Lansing Township Police Department before any other persons are selected for employment or promotion in those classes.

Section 6. Recall from Layoff.

- A. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names removed from seniority and preferred eligible lists.

Section 7. Restoration to Positions from which Demoted. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

## ARTICLE 12 - LOSS OF SENIORITY

Section 1. An employee shall lose his/her status as an employee and his/her unit seniority if:

- A. He/she resigns or quits;
- B. He/she is discharged or terminated and not reinstated;
- C. He/she retires;
- D. He/she does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his/her last address filed with the Township Clerk. An employee who changes his/her address must notify the Employer of the change;
- E. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser; or
- F. He/she is absent from work, including failure to return to work after 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 is due to circumstances beyond the control of the employee.

## ARTICLE 13 - VACATION LEAVE

Section 1. The vacation schedule shall be as follows:

VACATION LEAVE				
Years of Service Completed			Vacation Days	
After	one (1)	year	Five (5)	working days
After	two (2)	years	Ten (10)	working days
After	five (5)	years	Thirteen (13)	working days
After	eight (8)	years	Fifteen (15)	working days
After	ten (10)	years	Seventeen (17)	working days
After	twelve (12)	years	Twenty (20)	working days

Section 2. Vacation may start on any weekday subject to prior scheduling in accordance with rules and regulations established by the Employer.

Section 3. An employee may take vacation leave at such times and for such length of time as approved in advance by the Chief of Police or his/her designee.

Section 4. Vacation pay shall be computed at the regular rate of pay based upon a forty (40) hour week.

Section 5. Unused vacation time shall be paid at termination.

Section 6. Vacation shall not carry over without prior approval of the Township Supervisor or designee and in no event shall an employee be allowed to carry over more than eighty (80) hours of vacation leave.

Section 7. Vacation will not accrue during an approved leave of absence without pay, while on regular Worker's Compensation, during an extended military leave of absence, during a terminal vacation period nor in excess of the special maximum accrual.

Section 8. If a Township designated holiday falls within an employee's vacation, the employee will be paid for that holiday and will not be charged for vacation that day.

When an employee terminates, he/she shall be paid for any unused vacation but will not be paid for a Township designated holiday which may fall within the terminal vacation period.

Section 9. An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowance.

Section 10. Vacation leaves shall be granted to employees covered herein, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Vacation requests must be made thirty (30) days prior to the period requested or less at the discretion of the Chief or his/her designee.

Section 11. Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.

Section 12. Vacation preference will be based on unit seniority.

#### **ARTICLE 14 - PERSONAL LEAVE DAY**

Section 1. Three (3) personal leave days (30 hours) with pay, shall be granted annually to each full-time continuous employee who has completed his/her probationary period, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year.

PERSONAL LEAVE		
January through June	Thirty (30)	Hours
July through September	Fifteen (15)	Hours
October through November	Eight (8)	Hours
December	Zero (0)	Hours

Section 2. The personal leave day, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him/her in increments of not less than two (2) full hours. No carry over of unused personal leave day credit from one (1) fiscal year to another shall be allowed. The employee shall obtain the approval of his/her supervisor prior to being absent for all, or any part, of the three (3) personal leave days.

## ARTICLE 15 - PASS DAYS

Section 1. Definition. Because members of the bargaining unit are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to these days as "pass days".

Section 2. Number. Employees covered hereby shall receive three (3) pass days for every four (4) ten (10) hours days.

Section 3. Changing. Employees hereby covered may change a pass day after the schedule has been posted if they receive permission of the shift(s) supervisor of the shift(s) involved.

Section 4. Employees regular work periods will be scheduled and posted thirty (30) days in advance. If there is a deviation in the schedule, a five (5) day notice shall be given to the affected employee(s) except in cases of declared emergency. If a five (5) day notice is not given, those hours worked outside of the posted schedule shall be paid to the affected employee(s) at the rate of time and one-half (1½).

Section 5. Shift preference will be considered on a unit seniority basis by the Chief or his/her designee. Senior officers requesting shift preference shall do so in writing no less than fifteen (15) days prior to the posting of the new schedule. An exception to shift preference based upon seniority may occur when the Chief requests temporary shift re-assignment of an individual (not to exceed 2 weeks) in order to take advantage of special training or skills of bargaining unit members. When the Chief desires an exception of this nature, he/she shall convene a committee consisting of: the Chief, the Lieutenant, Lodge President (or his/her designee), the employee being temporarily reassigned, the employee being temporarily bumped. The Chief shall explain the nature and reasons for his/her request to the committee. Three (3) votes from the committee will be necessary in order to grant an exception.

Section 6. Emergencies. Pass days as herein provided for may be postponed for emergency purposes, but pass days so postponed may be taken at a later date subject to management approval.

## ARTICLE 16 - OVERTIME

### Section 1. Definitions.

- A. Normal Work Week. A normal work week for regular sworn full-time employees shall consist of forty (40) hours.
- B. On Call. The term "on call" means that situations where an off duty employee is officially advised by a designated Department representative that he/she should be prepared to return to duty. The employee being so informed shall remain at home or at a location no further than from his/her home to the station and which is made known to the Department; and he/she is in full control of his/her faculties if ordered to return to duty. The on call status shall be terminated by a return telephone call to the individuals placed on call. On call time shall be paid at the overtime rate.

Section 2. Overtime. Hours worked by employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated at the overtime rate of time and a half (1½) the regular hourly rate.

- A. Overtime shall be paid for the following:
  - 1. Call back not contiguous to the regular shift shall require payment of two (2) hours overtime minimum.
  - 2. Routinely scheduled events such as qualification shots, training sessions, etc. shall be compensated for the rate of time and a half (1½) for only the actual time in attendance or worked.
  - 3. Those individuals designated to instruct in recruit schools or other duly authorized training sessions while off duty shall be compensated at the rate of time and a half (1½) for only the actual time he/she is scheduled to instruct, unless reimbursement is provided to the individual by the training agency. If this reimbursement is not equal to the officer's time and a half (1½) rate, the difference shall be paid by the Employer.
  - 4. Officers subpoenaed or directed into Court, including Probate Court and official hearings, (i.e. LAB hearings) during off duty hours shall continue to receive witness fees and the difference between the witness fees and the officer's time and a half (1½) rate will be paid by the Employer for a minimum of two (2) hours. If an officer is required to be in Court or a hearing for more than two (2) hours, including lunch and for any other break, he/she shall be paid at the rate of time and a half (1½) for that time.
  - 5. Officers who are required to obtain complaints and warrants or validate complaints while off duty, shall be compensated at the rate of time and a half (1½) for a minimum of three (3) hours.

6. No compensation shall be provided for time necessitated by the employee's negligence.
7. No employee shall be required to work scheduled overtime (i.e. special events, traffic control).
8. An employee may waive the right of equalized overtime for a yearly period (January 1<sup>st</sup> through December 31<sup>st</sup>) by giving the Chief of Police notice in writing, no later than December 1<sup>st</sup>, of their desire to waive overtime, however, if a situation arises where the equalization of overtime list has been utilized for scheduled overtime and no employee has accepted the overtime, the Chief may order employee(s) to work the overtime beginning with the lowest seniority employee and so on.

Section 3. Equalization of Overtime Hours.

- A. Overtime hours shall be divided as equally as practicable among employees within the unit. An up-to-date list showing overtime hours and unit seniority will be posted in a prominent place within the Department before the 15<sup>th</sup> of each month.
- B. Wherever overtime is required, the person with the least number of overtime hours within the unit, except in necessary emergencies determined by the Chief or command supervisor, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency.
- C. On January 1<sup>st</sup> of each year the amount of overtime hours credited to each employee will be reduced equal to the amount of overtime hours credited to the employee at the bottom of the list and only the excess overtime hours for each employee shall be carried forward.

Section 4. Approval of Overtime.

- A. All overtime shall be authorized by that shift supervisor who is in charge of the Department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article. Section 2(A)1.
- B. The individual officer's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the Department during the period when the overtime is actually worked.

Section 5. Pyramiding. Payment for overtime and call back time shall not be duplicated for the same hours worked.

## ARTICLE 17 - EARNED TIME OFF

Section 1. All employees covered by this Agreement shall have the option to exchange any overtime worked for Earned Time Off (ETO) hours at the rate of time and a half (1½), under the following conditions:

- A. One Hundred (100) hour maximum accrual each year of the contract and may be carried over from year to year.
- B. Any usage or partial usage of accumulated ETO will be charged against the accumulated ETO bank.
- C. The ETO option will be made by the employee at the pay period that it is worked.
- D. ETO may be used in one (1) hour increments and may be used in conjunction with vacation periods; however, no more than thirty (30) hours of ETO may be used when in conjunction with vacation periods.
- E. An employee may utilize earned ETO only with the prior approval of the Chief of Police or his/her designee.
- F. Employees will be granted ETO in accordance with a first come, first serve basis. If determination cannot be made which request was first, ETO will be granted on a seniority basis.

## ARTICLE 18 - LONGEVITY PAY

Section 1. All regular full-time employees of the Employer shall be entitled to receive pay for length of continuous service with the Employer according to the following rules and schedule of payment.

Section 2. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least thirty-nine (39) weeks (273 calendar days). Longevity shall be computed from the first day of employment.

Section 3. Initial Eligibility. To qualify for the first longevity payment, an employee must have completed five (5) years of full-time continuous service. To qualify for initial eligibility, the employee must have been on active full-time employment for at least thirty-nine (39) calendar weeks (273 calendar days) for six (6) consecutive years. Periods of active full-time employment of less than thirty-nine (39) calendar weeks will be counted towards the employee's years of continuous service.

Section 4. Continuing Eligibility. After establishing initial eligibility, employees must be actively employed full-time for thirty-nine (39) calendar weeks (273 calendar days) during the longevity year to receive the longevity payment on December 1<sup>st</sup>. Periods of active employment of less than thirty-nine (39) weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

Section 5. Payments to employees who are eligible will be paid on December 1<sup>st</sup>.

Section 6. Longevity Pay Schedule:

LONGEVITY PAY	
Years of Service Completed	Longevity Payment
After Five (5) years	\$400.00
After Ten (10) years	\$900.00
After Fifteen (15) years	\$1,100.00
After Twenty (20) years	\$1,400.00
After Twenty-five (25) years	\$1,800.00

**ARTICLE 19 - HOLIDAYS**

Section 1. The following holidays are designated by the Employer as follows:

HOLIDAYS	
New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving Day
Easter	One-half (½) Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	One-half (½) Day New Year's Eve

Section 2. Holiday pay (\$1,500.00) will be paid to the members of the bargaining unit in one check and will be received in the pay check for the last pay period of November provided an employee is on the active payroll at that time.

Section 3. Employees leaving employment in good standing will be compensated for holidays on the basis of One Hundred Twenty-Five Dollars (\$125.00) per month worked prior to separation.

## ARTICLE 20 - SICK LEAVE

Section 1. Employees utilize sick leave for absence due to their own illness which necessitates absence from work.

Section 2. Employees may accrue sick leave on the basis of one (1) sick leave day per month of service but not less than three (3) sick leave days at the commencement of employment and not to exceed fifteen (15) sick leave days for the first year of employment and a maximum of twelve (12) days per year thereafter.

Section 3. Sick leave accruing to an employee's credit which is not used during the year in which it is earned may accumulate to a maximum of one hundred and eighty (180) days.

Section 4. When an employee is not able to report to work due to illness or injury, he/she shall notify his/her immediate supervisor as soon as possible. A physician's certificate or other satisfactory evidence of illness and recovery may be required for extended illness and/or if an employee evidences a pattern of using sick leave on the days immediately preceding or following weekends, holidays or in any other recurring pattern.

Section 5. Upon death or meeting the retirement requirements, the employee will be paid fifty percent (50%) of his/her unused sick leave credits to a maximum of ninety (90) days. Effective for 1991 and each year thereafter, an employee may be paid twenty-five percent (25%) of his/her unused sick leave credits in excess of one hundred thirty-two (132) days accumulation at the end of the year.

Section 6. Absence due to the illness or disability of the employee related to pregnancy, child birth and the recovery therefrom shall be treated as any other illness or disability for use of sick leave as required by law.

Section 7. Six (6) days of the twelve (12) annual days may be used for family illness.

### **ARTICLE 21 - FUNERAL LEAVE**

Section 1. If a death occurs among members of an employee's immediate family, the employee will be excused from work with pay for up to three (3) days. If the employee is required to make other arrangements connected with the death, he/she shall be granted additional time off work. The additional time off work (in excess of three days) will be deducted for the employee's ETO bank, vacation and/or sick leave.

Section 2. The employee's immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, aunt, uncle, nephew, niece, stepmother, stepfather, half-brother, half-sister or spouse's grandparents.

### **ARTICLE 22 - HOSPITAL, MEDICAL AND DENTAL INSURANCE**

Section 1. The Employer shall make full payment on monthly premiums toward health insurance coverage for the employee and his/her eligible family members as described in Appendix 2.

Section 2. The Employer will make full payment of premiums to provide dental care insurance coverage and vision care insurance coverage for the employee and his/her eligible family members as described in Appendix 2.

Section 3. The Employer may change insurance carriers; however, the Employer shall first notify the Union in writing that it wishes to change carriers at least three (3) months prior to any anticipated change. Any such change shall not substantially affect the present level of such coverage.

Section 4. The Employer may offer a Flexible Benefits Plan affording employees the option of waiving health insurance, dental insurance or both for additional compensation equal to not less than one-half (1/2) of the amount of the premiums to which the employee would otherwise have been eligible for payment from the Employer for the health insurance and/or dental insurance coverage waived.

**ARTICLE 23 - LIFE INSURANCE**

Section 1. The Employer agrees to continue a life insurance plan with Twenty-five Thousand Dollars (\$25,000.00) coverage.

**ARTICLE 24 - LONG-TERM DISABILITY**

Section 1. In the event an officer is injured on duty, the Employer shall pay the difference between Worker's Compensation and the Employee's base salary for a period not to exceed one (1) year.

Section 2. The Employer shall provide a Long-Term Disability Plan for non-work related illnesses or injuries that provides sixty-six and two-thirds percent (66⅔%) of the first Seven Thousand Five Hundred Dollars (\$7,500.00) of monthly earnings with a maximum monthly benefit of Five Thousand Dollars (\$5,000.00). There is a one hundred eighty (180) day waiting period with a maximum of two (2) years disability payment.

The Employer shall pay the premium for bargaining unit members.

**ARTICLE 25 - RETIREMENT**

Section 1. The Charter Township of Lansing group pension plan will remain in effect.

Section 2. The Township shall provide retirement contributions of fifteen percent (15%) of base salary up to a maximum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00), provided that any employee whose base salary exceeds Thirty-two Thousand Five Hundred Dollars (\$32,500.00) shall continue to have the retirement contribution made on his/her behalf by the Township based upon a base salary of Thirty-two Thousand Five Hundred Dollars (\$32,500.00). However, the employees may contribute up to an additional ten percent (10%).

Section 3. The Employer will pay seventy-five percent (75%) of the cost of providing the health insurance coverage set forth in Appendix 2 for any employee who retires after January 1, 1997, and his/her spouse upon such employee's retirement from police work

in Lansing Township following the employee's 50<sup>th</sup> birthday and twenty (20) years of service with the Township.

Any employee retiring after the signing of this Agreement, following the employee's 50<sup>th</sup> birthday will be eligible for retiree and spouse coverage equal to one hundred percent (100%) of the premium cost provided the employee has at least twenty-five (25) years of service with the Employer at the time of retirement.

At any time the retiree and/or spouse is eligible for Medicare, the liability of the Employer shall be limited to providing the Medicare filler at the same premium percentage amounts that were provided prior to the employee and/or spouse becoming eligible for Medicare. The Medicare filler shall be defined as the amount of coverage necessary to fill the difference between Medicare coverage and the level of coverage described in Appendix 2 of this Agreement.

A surviving spouse of a deceased retiree shall be ineligible for Employer-paid benefits.

Section 4. Definition of Retirement. When an employee has vested in the retirement program and has given the Employer written notice of their desire to retire their employment with the Township.

Section 5. Any employee hired by the Township after January 1, 2000, will be subject to a vesting schedule as follows:

After one (1) year of service	-0-
After two (2) years of service	-0-
After three (3) years of service	50%
After four (4) years of service	100%

**ARTICLE 26 - UNIFORMS**

Section 1. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

Section 2. The Employer will provide all uniforms and equipment required for use by the officers.

Section 3. The Employer will provide at least one (1) new uniform shirt and one (1) new pair of pants per year to each officer. The Employer will provide at least one (1) pair of shoes and one (1) pair of Herman boots (or the equivalent) to each officer and such other equipment as is required when needed. The Employer shall furnish such equipment within a reasonable time, thirty (30) days.

Section 4. The Employer will provide Four Hundred Dollars (\$400.00) per year per officer for cleaning of uniforms.

Section 5. Those officers assigned as detectives will be paid Four Hundred Dollars (\$400.00) per year to purchase clothing that is to be used in the performance of their duties. In addition, they will receive Four Hundred Dollars (\$400.00) per year allowance for cleaning.

#### **ARTICLE 27 - LIABILITY INSURANCE**

Section 1. The Employer shall provide liability insurance coverage.

Section 2. If the current liability insurance is canceled for any reason, the Employer shall make reasonable attempts to obtain comparable coverage.

#### **ARTICLE 28 - MEDICAL DISPUTE**

Section 1. In the event the Employer disagrees with the evaluation of an employee's physician or expert involving an employee's ability to perform his/her job, the Employer shall be entitled to have the employee examined by an expert(s) of its choosing and at its expense. If a dispute still exists, at the request of the Union, the employee's physician(s) or expert(s) and the Employer's expert(s) shall agree upon an examiner(s) to evaluate the employee's physical and/or mental fitness for duty. The decision of this mutually selected expert(s) will be binding on the employee, the Union and the Employer. The expense of the examination and report of this expert(s) shall be paid for by the Employer.

**ARTICLE 29 - LEAVE FOR UNION CONFERENCE OR CONVENTIONS**

Section 1. The Employer will grant to the president or his/her designee of the Union, two (2) additional personal leave days per year to be used in accordance with Article 14, Section 2, to attend to Union business.

**ARTICLE 30 - AUTOMOBILES**

Section 1. In the procurement of motor vehicles for patrol purposes, the Employer shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

Section 2. Automobiles purchased shall have the following:

Air Conditioning	Power Steering
Tinted Windows	Power Windows
Power Brakes	Outside Mirrors (passenger side)
Protective Cages	Spotlight (passenger side)
Automatic Shot Gun Locks mounted in the passenger compartment	

**ARTICLE 31 - PERSONAL VEHICLE USE**

Section 1. Each employee shall be reimbursed actual and necessary mileage for the use of his/her automobile in the course of employment.

Section 2. Mileage allowance shall be paid at the rate of thirty-one cents (\$.31) per mile not to exceed a cap of twenty (20) miles round trip from employee's home to Township Hall in addition to mileage to and from court and Township Hall.

## **ARTICLE 32 - DETECTIVE VEHICLES**

Section 1. Any personal use of the detective vehicle shall be reimbursed to the Township at the rate of thirty-one cents (\$.31) per mile after the first ten (10) miles of personal use each day.

Personal use of the vehicles is subject to the Agreement reached by the parties on June 29, 1981.

## **ARTICLE 33 - SUBCONTRACTING**

Section 1. In the event of an emergency, including, but not limited to, flood, tornado, power blackout, winter storm, natural disaster or civil disorder, it may be necessary on a temporary basis to subcontract bargaining unit work. Prior to subcontracting bargaining unit work in such a situation, the Employer shall make reasonable efforts to locate all bargaining unit personnel who are available for work.

Section 2. Except in case of emergency, no subcontracting shall occur except upon at least thirty (30) days notice to the Union. The Employer, should it determine that subcontracting is necessary, shall immediately schedule a special meeting with the Union to occur as soon as possible after giving the thirty (30) day notice of intent to subcontract.

Section 3. At the special meeting the parties shall attempt to determine whether there are any reasonable alternatives to subcontracting. The Employer shall endeavor to protect existing employees who are affected by subcontracted bargaining unit work and shall propose a plan to the Union for relocation of any existing employees affected by subcontracting work including but not limited to the following actions:

- A. Transferring the employees to a different department within the Township;
- B. By assisting and placing employees affected by the subcontracting work with the department, agency, or governmental unit to whom the work was subcontracted; or,
- C. By assisting and placing displaced employees with another police department.

## **ARTICLE 34 - SAVINGS CLAUSE**

Section 1. If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplement.

## **ARTICLE 35 - EDUCATIONAL BONUS**

Section 1. An educational bonus of Two Hundred Dollars (\$200.00) shall be paid to any employee receiving an Associates Degree or the equivalent and Five Hundred Dollars (\$500.00) in the case of a Bachelor's degree. The parties agree that for purposes for computing percentage salary increases, educational bonuses shall not be included in an employee's base salary.

## **ARTICLE 36 - TERM OF THIS AGREEMENT**

Section 1. Ratification. The Employer's negotiating committee shall submit to and shall recommend that the Township Board of Trustees ratify this Agreement only after the Union submits this Agreement to and receives ratification by the employees within the bargaining unit.

Section 2. Effective and Termination Dates. Agreement shall become effective at signing and shall further continue in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of DECEMBER, 2002.

## **ARTICLE 37 - WAGES**

Section 1. Wages for employees covered by this Agreement shall be in accordance with the wage schedule attached hereto in Appendix 1.

Section 2. Premium Pay. Employees shall receive a premium of twenty-five cents (\$.25) per hour for all hours worked between 5:00 p.m. and 9:00 p.m.

Employees shall receive a premium of fifty cents (\$.50) per hour for all hours worked between 9:00 p.m. and 7:00 a.m. Premium pay cannot be pyramided.

**ARTICLE 38 - GENDER**

Section 1. Wherever personal pronouns are used in this Agreement it shall be understood that the gender may be either.

IN WITNESS WHEREOF, the parties have set their hands this 29<sup>th</sup> day of June, 2000.

**FOR THE EMPLOYER:**

John Daker  
Susan Latta

**FOR THE UNION:**

Honor Lapiniere  
James Rev  
Scott M. H.

**APPENDIX #1**  
**WAGE SCHEDULE**  
**NON-SUPERVISORY**

EFFECTIVE: JANUARY 1, 2000 *		
<b>PATROLMAN</b>	Start	\$31,008.08
	6 Months	\$31,412.87
	12 - 24 Months	\$32,883.74
	25 - 36 Months	\$34,888.59
	37 - 48 Months	\$37,459.31
	49 Months & Over	\$41,839.98
<b>DETECTIVE</b>	Yearly	\$42,747.04

\* The above rates are effective the first full payroll period after the indicated date.

EFFECTIVE: JANUARY 1, 2001 *		
<b>PATROLMAN</b>	Start	\$31,938.32
	6 Months	\$32,355.25
	12 - 24 Months	\$33,870.25
	25 - 36 Months	\$35,935.25
	37 - 48 Months	\$38,583.09
	49 Months & Over	\$43,095.18
<b>DETECTIVE</b>	Yearly	\$44,029.45

\* The above rates are effective the first full payroll period after the indicated date.

**APPENDIX #1, Cont**

<b>EFFECTIVE: JANUARY 1, 2002 *</b>		
<b>PATROLMAN</b>	Start	\$32,896.47
	6 Months	\$33,325.91
	12 - 24 Months	\$34,886.36
	25 - 36 Months	\$37,013.31
	37 - 48 Months	\$39,740.58
	49 Months & Over	\$44,388.03
<b>DETECTIVE</b>	Yearly	\$45,350.33

\* The above rates are effective the first full payroll period after the indicated date.

## APPENDIX #2

### DESCRIPTION OF INSURANCE PLANS

#### A. Physicians Health Plan Plus

Effective as soon as reasonably possible after January 1, 2000, the health insurance plan will be modified to the PHP, Option 3, which provides for the following co-payments:

\$10.00 - Office Visit

\$15.00 - Urgent Care

\$25.00 - Emergency Room

\$10.00 - Drug

Employer will pay seventy-five percent (75%) of the cost of syringes and test strips for diabetics.

Vision. Employer will pay fifty percent (50%) of the cost of lenses or contact lenses up to a maximum of One Hundred Dollars (\$100.00) every two (2) years. In addition, the Employer will pay up to Thirty-five Dollars (\$35.00) of the cost for frames every two (2) years.

Bills to be submitted to Clerk's office for payment.

#### B. United Health & Life Dental Insurance

Employer will pay twenty-five percent (25%) of reasonable and customary fees for crowns and inlays to make up for the difference in United Health & Life Insurance Coverage (50%) and present coverage (75%).



## LETTER OF AGREEMENT #2

The Employer (Lansing Township) and the Union (Police Officers Labor Council, Supervisory and Non-Supervisory) agree that the Union will be allowed a trustee of their choosing on the retirement board, based upon a the retirement board consisting of:

Township Supervisor

Police Union (one only)

Township Clerk

Fire Union (one only)

Township Treasurer

Teamsters Union (one only)

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**CHARTER TOWNSHIP OF LANSING**

3209 W. MICHIGAN AVENUE

LANSING, MICHIGAN 48917

**LETTER OF UNDERSTANDING #3**

The Employer, the Charter Township of Lansing, and the Union, Police Officers' Labor Council, Supervisory Bargaining Unit, agree as follows:

1. The Employer, under Article 25 - Retirement, Section 3, provides eligible employees with health insurance for retiree and spouse;
2. The present carrier, PHP, has limitations for retirees who permanently change their address to out-of-area;
3. The Employer, upon receiving written notification that a retiree has permanently changed his/her address to out-of-area, will implement substitute health insurance coverage at an equivalent but not necessarily identical level at no cost to the retiree and/or eligible spouse within thirty (30) days or as soon as reasonably possible after receipt of notification. It is the intent of the parties that substitute health insurance be implemented without a lapse in coverage. The benefits provided under Article 25 - Retirement, Section 3, except as may be modified by this Letter of Understanding, will be continued.

**FOR THE EMPLOYER:**

John Daker  
Susan Kater

**FOR THE UNION:**

James Lee  
Scott M. Hayward  
Harold Spencer