

**CITY OF LANSING
AND
CCLP / LPD SUPERVISORY UNIT**

NON-ECONOMIC OPERATIONAL LANGUAGE REVISIONS

1./6. Special Assignments & Sgt. Staffing issues

ARTICLE 24

SERGEANT ASSIGNMENT SELECTIONS AND TRANSFERS

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

SECTION 2. Posting: At least once each year, the City will post a list of special assignments which could be filled by transferring a Sergeant. Any Sergeant interested in being considered for transfer into a special assignment must submit a written notice of interest and qualifications to the Personnel and Training Section for each assignment posted. The Personnel and Training Section will then compile a roster from those expressing interest who submit a letter within 30 days of the posting which will remain in effect for one (1) year. The positions will be posted July 1st of each calendar year. This Section shall not apply to the short term assignments allowed under Section 4.E of this Article.

Any bargaining unit member that has signed up for more than one (1) special assignment position and is accepted and assigned to a position, shall be deleted from all other lists and will no longer be considered as a potential candidate for other special assignment positions.

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 eligible candidates expressing interest in the assignment. Assignments to Internal Affairs,

Training and Range shall be made at the discretion of the City without regard to eligibility list(s) or any other selection process within this Article.

- 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. All selections to a special assignment will be done through a formal selection process. A committee consisting of two (2) Sergeants, a Lieutenant, a Union representative, and the Chief (or designee) will be created to establish mutually agreeable selection criteria, to include, but not limited to, the following: Performance Evaluations; Seniority; IA review; Attendance; and Command Review.~~

- C. Selection to Assignments:

Selections to special assignments will be made from a roster of candidates (eligible, ineligible) as described below:

If a vacancy occurs and the list of eligible candidates for a special assignment has been exhausted, the position shall be posted and a new eligibility roster shall be established until the next immediate July 1st posting period. If no eligible qualified members of the bargaining unit volunteers for the position, then otherwise ineligible qualified candidates shall be selected without regards to "more or less eligible" and without regards to section (4)(D) and shall be from the established roster. If no ineligible members accept the position, then an involuntary draft shall occur.

All involuntary drafts or transfers shall first be made by inverse seniority from a list of Sergeant III's whom have never served in a unit outside of the uniform patrol division as a Supervisor. In the event that all Sergeant III's have already been drafted, then drafts will occur by inverse seniority from Sergeant III's whom are not currently in a special assignment and whom have not been drafted a second time and are not a newly promoted Sergeant as described below in section (4)(C).

Involuntary Drafts shall take priority over Section 4(D): "Return to Patrol", as described below.

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. If an employee is granted such request, the time shall not be counted as their involuntary draft if they served less than the (2) years in the assignment.

~~D. Specific Exemptions. Assignment to all special assignments shall be selected by the Chief of Police and for any duration up to a maximum of five (5) years. It is the intent of the Chief and the Union that the five (5) year maximum shall not be extended without the agreement of the Union and the Chief of Police. If involuntarily drafted into the listed assignments, employees must serve at least two years in the assignment in order to satisfy an involuntary draft.~~

SECTION 4. Assignment Duration:

A. General:

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 Union of its reason for the extension and meet in special conference regarding the matter upon request of the Union. 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:

Effective [DATE OF FINAL RATIFICATION], assignments to all special units (i.e. other than patrol) shall be for a minimum of two (2) three (3) years and , but not to exceed two (2) years for bargaining unit members who are involuntarily drafted to 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. The Range Officer assignment, however, will be for five (5) years in duration.

For assignments which have been reduced in duration as of [DATE OF FINAL RATIFICATION], employees who are in those particular special assignments as of that date and who have already served three (3) years in duration will remain in those assignments until the effective date of the next shift selection for purposes of this transition only.

~~Assignments to all special units (i.e. other than patrol and as indicated below) shall not exceed three (3) years for bargaining unit employees who volunteer for the assignment. Assignment to Internal Affairs, Training Sergeant and Range Sergeant shall be guided by section (3) (D).~~

A Sergeant who is within the last three (3) months of their voluntary special assignment may choose to leave that assignment early in order to receive a shift selection. The City shall acknowledge that the Sergeant has completed their full time commitment in the special assignment.

C. Newly Promoted Sergeants:

~~Newly promoted Sergeants shall be defined as those with less than six (6) months in rank. 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 newly promoted Sergeants to any shift whereby the ratio of newly promoted Sergeants assigned to the shift exceeds fifty percent (50%) of the total number of Sergeants assigned to the shift. 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. [NOTE: STRUCK SENTENCES MOVED TO ARTICLE 25 AND MODIFIED AS NEW SECTION H BELOW.]~~

Sergeants temporarily assigned out of preference selection due to the assignment of a newly promoted Sergeant in order to maintain the ratio referred to above shall be returned to their preferred assignment no later than six (6) months after the temporary assignment is made.

D. Return to Patrol:

Except where a special need exists, and unless otherwise noted in this Article, Sergeants who have completed their voluntary assignments shall return to the Uniform Division, Patrol Bureau, for seven hundred and twenty (720) days before being considered for another assignment. Sergeants who have completed their involuntary draft assignments shall return to the Uniform Division, Patrol Bureau for three hundred and fifty-five (355) days before being considered for another assignment. Any Sergeant who "voluntarily" extends beyond the original draft assignment shall return to the Uniform Division, Patrol Bureau for seven hundred twenty (720) days before being considered eligible for another assignment.

If a position is eliminated or the employee is removed from the assignment, the wait period will be as follows before being considered for a special assignment: If the Sergeant III has served one (1) year or less in the assignment the wait period shall be three hundred fifty-five (355) days. If the Sergeant III has served more than one year, then the wait period shall be seven hundred twenty (720) days.

If a Sergeant voluntarily leaves a special assignment (excluding the three (3) month period for a shift pick as outlined above) they shall wait a period of seven hundred twenty (720) days before being considered for a special 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 Union. If the Union does not object to a notice of extension, the extension shall be effective for up to thirty (30) additional days. If the Union 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 Union.

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.

[NEW ARTICLE 25, SECTION H]

H. **At no time shall management be required to assign more Sergeants to any shift whereby the ratio of Sergeants who have not yet completed Step 2 of the FTS program exceeds fifty percent (50%) of the total number of Sergeants assigned to the shift. 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.**

2. Officer Wellness Yearly "Check In"

[ARTICLE 28]

OFFICER WELLNESS

In order to promote officer well-being, each employee will be required to attend an annual wellness review with a police psychologist (e.g., Backing the Badge) paid for and provided by the City. Employees will be compensated for time

required to meet with the psychologist, and all attempts will be made to provide the least amount of disruption to each employee's regularly-scheduled shift to accomplish the scheduling of these annual appointments.

This obligation will commence once a committee consisting of representatives of the Union, the Human Resources Department, and the Chief and/or his designee, completes the details of the Officer Wellness review program, with the intention of ensuring the confidentiality of the employees' participation in the process.

3. Physical Agility Testing

SEE ECONOMIC REVISIONS

4. Promotional

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. Any and all rank classifications which are part of this bargaining unit must be filled by promotion from the qualified members of the sworn ranks of the Lansing Police Department.

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 Lieutenant V

- A. All Sergeant III's may participate in the promotional process for the rank of Lieutenant. However, a Sergeant is not eligible to be promoted to the rank of

Lieutenant V until they have completed 2 years of service as a Sergeant III. ~~Sergeant III's who became members of the bargaining unit on or after July 1, 2001 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 Lieutenant.~~

B. Promotional Process Components

The promotional process shall include the following components:

1. Assessment Center Exercise - Situational testing related to the job performance dimensions for the rank of Lieutenant.

~~93 94~~% maximum weight - ~~93 94~~ points (100 point scale)

2. Seniority - time in grade as Sergeant III to be awarded only to candidates who score 70% or higher on the Assessment Center Exercise.

~~5 6~~% maximum weight - ~~5 6~~ points (100 point scale)

- ~~3. Education - education credit to be awarded only to candidates who score 70% or higher on the Assessment Center Exercise.~~

~~2% maximum weight - 2 points (100 point scale) for one Master's or higher degree.~~

C. Assessment Center Exercise Component/Computation

1. The Assessment Center Exercise shall be administered by an outside vendor under contract with the City of Lansing to provide promotional testing on behalf of the Department.
2. A Supervisory bargaining unit representative (not participating in the Lieutenant promotional process) may be present, with the concurrence of the candidate, during the Assessment Center Exercise Component to monitor the process. This Supervisory bargaining unit representative shall review the computation of scoring of the candidates with the vendor at the end of the Assessment Center Exercise.
3. A Supervisory bargaining unit representative (not participating in the promotional process) will meet with the Chief of Police or his/her designee to conduct the seniority component computation. Seniority points shall be awarded for each year of time in grade as a Sergeant III as of the first Monday of March of the year in that the Lieutenant Promotional Process is conducted as follows:

12 months of service = 0.5 points
24 months of service = 1.0 points
36 months of service = 1.5 points
48 months of service = 2.0 points
60 months of service = 2.5 points
72 + months of service = 3.0 points

4. A Supervisory bargaining unit representative (not participating in the promotional process) will meet with the Chief of Police or his/her designee to conduct the overall computation and ranking of candidates. The Supervisory bargaining representative shall not divulge the rank order of the candidates or their scores except for purposes related to union representation of the employee(s) involved.
5. All Sergeant III's who participated in the promotional process shall be given the opportunity to meet with the vendor's representative to review their performance in the assessment center exercise after the completion of the promotional process.
6. The Supervisory bargaining unit representative (not participating in the promotional process) will be permitted to be released from his/her regularly scheduled duty without loss of pay, time, or will be allowed flex their schedule to review the scoring. In no event should the supervisory bargaining unit representative be compensated by overtime pay or compensatory time.
7. Only candidates who receive a raw score of 70% (prior to the addition of seniority points) will be eligible for the rank of Lieutenant. Those scoring below 70% will be considered to have failed and will have no standing on the roster.
8. The candidates earning the top 5 overall scores (assessment Center and seniority points combined) will be placed in the "A" Band. The remaining candidates will be placed in the "B" Band. Chief of Police shall make promotions to the rank of Lieutenant V from the five candidates in the "A" Band. Once the "A" Band is exhausted, the top five (5) scoring candidates in the "B" Band will be moved into the "A" Band. This process will continue for the life of the roster.
9. The Lieutenant V process shall be completed by April 1 of each year the Lieutenant Promotional Process is conducted and posted within the department.

10. The roster for promotion to the rank of Lieutenant V shall remain in effect for three years from the date the roster is established.
11. 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.
12. In the event that the roster is exhausted, the City and the Union shall meet at a special conference to determine whether an intervening promotional process should occur or the position held open until the regular promotional process is completed.

SECTION 4. Promotional Procedure for Captains

The Captains promotional process will be conducted once every three (3) years, beginning with the 2002 promotional process.

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, Lieutenant V must meet length of service and education requirements within 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 life 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. Education credit to be awarded only to candidates who score 70% or higher on the Assessment Center Exercise – 2% maximum weight – 1 point (100 point scale) for one Master's degree, and 1 point for PhD degree.

4. Letter of Intent

All eligible Lieutenant V's will be notified of the dates of the promotional process for Captain VI. Each Lieutenant V must then notify the Human Resources Section 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 year prior to each year the captain promotional process is conducted.

3. Process - Assessment Center

The process utilized will be an assessment center.

The Union 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 year the captain promotional process is conducted.

C. Banding

1. The candidates earning the top 5 overall scores will be placed in the "A" Band. The remaining candidates will be placed in the "B" Band. Chief of Police shall make promotions to the rank of Captain VI from the five candidates in the "A" Band. Once a candidate who is in the "A" Band is promoted or leaves the department, the top scoring candidate in the "B" Band will be moved into the "A" Band. This process will continue for the life of the roster.

D. Life of the Roster

1. The Captain VI process shall be completed by April 1 of each year the captain promotional process is conducted and posted within the department.
2. The roster for promotion to the rank of Captain VI shall remain in effect for three years from the date the roster is established.
3. All declared vacancies for the rank of Captain VI 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.
4. In the event that the roster is exhausted, the City and the Union shall meet at a special conference to determine whether an intervening promotional process should occur or the position held open until the regular promotional process is completed.

SECTION 5. Voluntary Demotion.

Members of the Supervisory unit who have obtained the rank of Lieutenant or above have the option of demoting themselves to lesser degrees of rank at any point. Seniority in the lesser position will begin from the time when he/she promoted from the position in the past. Time spent in the higher position shall still be included in the overall bargaining unit seniority. This article does not cover demoting into an outside bargaining unit after 1 year.

Shift selections and vacation picks shall be made in accordance to seniority within the specific rank.

Future promotions after demotion must be sought in accordance with the regular promotional process.

5. Patrol Shift Overtime (OT) Awarding Sequence

ARTICLE 11

HOURS AND RATES OF PAY

* * *

SECTION 3. Patrol Unit Overtime (Sgt. and Lt.)

- A. PRIORITY:
1. Shift
 2. Seniority in Patrol
 3. Seniority overall

B. ANTICIPATED OVERTIME

Known overtime occurring on a shift will be filled first through a sign up request available to supervisors assigned to the shift with the overtime and awarded by unit seniority. If no one signs up for the available overtime, the sign up will be sent to all of the supervisors assigned to patrol and awarded by unit seniority. Finally, if still available, the overtime will be made available to supervisors outside Patrol and awarded by unit seniority the following sequence:

1. Sergeants assigned to the shift needing overtime coverage receive the first right to refuse, by seniority.
2. If a Sergeant from that shift does not accept the overtime, Sergeants from the other two shifts that DO NOT have a conflict* with the overtime hours are given the opportunity by seniority.
3. If still not filled, Sergeants from any shifts in Patrol with conflicting work hours* are given the opportunity by seniority.
4. If a Sergeant from a Patrol Shift does not accept the overtime, the offer will be extended to Sergeants in all Divisions and filled by seniority.
5. If these options are exhausted, Patrol Division Lieutenants will be extended the opportunity to cover

the openings by seniority, with priority given to Lieutenants of the assigned shift.

6. If all of the above are exhausted, the opening will be extended to Lieutenants from any Division, by seniority.

7. If forced overtime is required, then the least senior eligible Sergeant from the affected shift will be forced to work the overtime slot.

[*] Conflict/conflicting – refers to those situations where a straight time shift overlaps the OT hours.

The Lieutenant or designee responsible for the overtime will include a closing period for sign up. Once overtime is posted, closed and assigned, it will not be reassigned/taken away unless an error priority awarding has occurred from the list of interested candidates. This means personnel who are off work and/or not aware of the posting during the sign up period will not be allowed to reopen/reassign overtime.

All anticipated overtime which is less than two hours will be subject to call in/call back minimums unless the overtime is appropriately awarded to a member who was on-duty and stayed over to cover (then considered regular overtime).

All patrol overtime will be filled in this manner unless the opening falls under the emergency overtime exception.

Utilizing an automated system which goes out to all member's personal contact numbers which contains a deadline for interest is acceptable.

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6. Sgt. Staffing

SEE ISSUE #1 ABOVE

Economic Language Revisions

7. Three Year Duration with Expiration Date of June 30th (Page 66)

ARTICLE 30

TERM OF THIS AGREEMENT

SECTION 1. General Term of Agreement. Except as specifically set forth below, this Agreement shall be effective **July 16, 2019 and shall continue in full force and effect until 11:59 p.m., June 30, 2022**, and for successive annual periods thereafter unless not more than one hundred eighty (180) 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.

8. Three Year (3) Final Average Compensation for those hired after July 1, 1999 (page 47)

ARTICLE 21

VOLUNTARY RETIREMENT

SECTION 1. Chapter 16 of the Charter of the City of Lansing (now Chapter 294 of the Codified Ordinances 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 Capitol City Labor Program Inc. 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.

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 Capitol City Labor Program Inc. 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 (January 1, 1996):

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 Capitol City Labor Program Inc. 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.

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

(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.

(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 Capitol City Labor Program Inc. 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. Effective October 1, 2001, the member base pay limit of 110% used for computation of final average compensation shall be eliminated. 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.

Effective August 1, 2014:

A member of the bargaining unit hired on or after August 1, 2014 and who retires as provided in this Article 21 shall receive a retirement allowance equal to the sum of two and one-half percent (2.5%) 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.

Effective July 15th, 2019

Final Average Compensation – for those bargaining members who are hired after July 1, 1999 Final Average Compensation shall mean the monthly average of the member's final compensation that is paid during the member's 36 highest consecutive months of credited service as a police officer. If a member has less than 36 months of credited service the member's final average compensation shall be the monthly average of the included compensation paid for his or her total period of credited service.

Final Average Compensation – for those bargaining members who are hired before July 1, 1999 Final Average Compensation shall mean the monthly average of the member's final compensation that is paid during the member's 24 highest consecutive months of credited service as a police officer. If a member has less than 24 months of credited service the member's final average compensation shall be the monthly average of the included compensation paid for his or her total period of credited service.

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.

9. **RHSP for all new bargaining unit members hired after ratification by both parties provided in lieu of any other retiree healthcare coverage with the following parameters: 3 year vesting; 3% employee contribution and a 4% employer contribution on base wages. (page 25)**

ARTICLE 14 – Health Insurance Benefits

SECTION 3. Health Insurance Benefits – Retirees (Medical, Vision and Dental)

Health insurance benefits (medical, vision and dental) benefits for employees retiring under this agreement shall be as follows below. Health insurance benefits for employees retiring under prior agreements shall be as specified under the applicable prior agreement.

A. Eligibility

Replace (A), (B) with the following:

SECTION 7. Retirees. (Revised)

(A) The City will provide to retired members of the bargaining unit hired prior to July 1, 2010 with fifteen (15) years of credited service, and to members of the bargaining

unit on a duty disability retirement, the group hospital and medical-surgical insurance coverage provided to active bargaining unit members or coverage with benefits equivalent to those provided to the employee at the time of retirement.

It is understood that the group hospital and medical-surgical insurance benefits provided to a retiree should not be reduced below the level of benefits provided to the employee at the time of his/her retirement unless they retire after July 1, 2020 as later described in this section.

(B) The City will provide to retired members of the bargaining unit hired after July 1, 2010 with twenty five (25) years of credited service, and to members of the bargaining unit on a duty disability retirement, the group hospital and medical-surgical insurance coverage provided to active bargaining unit members or coverage with benefits equivalent to those provided to the employee at the time of retirement.

It is understood that the group hospital and medical-surgical insurance benefits provided to a retiree should not be reduced below the level of benefits provided to the employee at the time of his/her retirement unless they retire after July 1, 2020 as later described in this section.

(C) Employees hired on or after August 1, 2014 and who qualify as eligible retirees with twenty-five (25) years of credited service and to members of the bargaining unit on duty disability retirement, shall receive group hospital and medical-surgical insurance coverage provided active unit members, except that the coverage shall be limited to the retiree only and shall not include the retiree's spouse or dependents.

(D) Retirees who retire after July 1, 2020 who are eligible for retiree health insurance shall mirror active health care plan, including any prescription coverage. Should health insurance be eliminated in a subsequent collective bargaining, the retiree shall retain the healthcare coverage he/she was enrolled in at the time of elimination. Retiree payment of premium sharing amounts in excess of the annual state mandated hard cap figure shall not exceed 1% of the retiree's gross monthly pension benefit. The retiree's coverages shall also mirror the "opt-out" provisions and payments of active employees.

(E) Retirees retiring after the ratification date of the 2015 – 2019 collective bargaining agreement (October 12, 2015) and before July 1, 2020:

Retirees will pay no premium sharing toward the Option 1 or Option 2 plan so long as rates remain at or below the state mandated hard cap amounts. If rates exceed the state mandated hard cap amounts, retirees will become responsible for and pay all costs in excess of the hard cap amounts. However, retiree payment for premium sharing amounts in excess of the annual state mandated hard cap figure shall not exceed 1% of the retiree's gross monthly pension benefit.

(F) Effective October 4th, 2019, all newly hired employees will no longer be entitled to retiree healthcare benefits. Employees will instead be eligible to have a

healthcare savings plan as mentioned in this article. The employer will contribute a mandatory 4% employer contribution on base wages in addition to the mandatory 3% employee contribution.

(G) Current employees who are eligible for retiree healthcare, shall be provided a one-time irrevocable "opt-in" to the HSP, the window for opting into to the HSP will be open for a period of two years following the date of ratification of this contract. A member exercising this option will no longer be eligible for any retiree healthcare benefits from the City. For an employee selecting this option, the City will contribute an amount equal to 4% of the employee's base wages to the healthcare savings plan referenced in this article computed retroactive to that employee's individual hire date.

(C) through (G) of the prior contract will be retained and renumbered

10. Updated Bereavement Policy (page 35)

ARTICLE 18

BEREAVEMENT TIME

In the event of a 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 or any other memorial service, however, such time shall not exceed five (5) calendar days. The officer's immediate family shall consist of spouse, children, father, mother, brother and sister, grandparents, grandparents-in-law, grandchildren, niece, nephew, aunt, uncle and any legal resident of the employee's household at the discretion of the Chief of Police. Spouse's immediate family shall consist of father, mother, brother, sister and grandparents.

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.

11. Mirroring of healthcare for retirees for those who retire after July 1, 2020 for eligible bargaining unit members and the retiree shall have the opt out

provisions and payments of active employees; this agreement does not supersede 1% cap. (page 26 of the expired contract)

See prior provision under 9.

12. An additional \$250 will be added to the gun allowance for a total of \$500 (page 38).

SECTION 13. Gun Allowance. A gun allowance of \$500.00 per year shall be given every officer in the bargaining unit. A retroactive payment of \$250.00 will be paid to every sworn officer who was on the payroll in the Lansing Police Department as of July 1, 2019 and received a gun allowance for 2019.

13. \$200 bonus for bargaining members who complete the Physical Agility Testing within an agreeable duration of time to be mutually agreed upon by the Department and the Union. Bargaining unit members who have previously completed the test will have an opportunity to do so in 2019. (page 63)

ARTICLE 27

PHYSICAL ABILITY TESTING

Physical ability testing will be initiated with the following components:

- Annual job-related testing (e.g. Denver Model).
- Testing will be performed on-duty.
- Mandatory program beginning on or after October 1, 2015.
- Testing will be provided three (3) times per year (Spring, Summer, Fall)
- The Physical Ability Testing Program will be as follows:
 - If an employee doesn't pass in 2015 and/or 2016, then they would be provided an assistance program at City expense beginning in 2016. Then, if they don't pass again in 2017, the employee will be provided an additional 6-months' time to pass on their own effort and at their own expense. If the employee does not pass after that, beginning in 2017, then the employee will be determined to have not met job requirements and will be separated from employment.

- Beginning in 2017, if an employee does not pass (new hire or first failed test), the employee will be provided an additional 6-months to pass with the provision of an assistance program at the City's expense. This program will be offered to employees at the City's expense one (1) time during their career. If the employee is still unable to pass, the employee will be determined to have not met job requirements and will be separated from employment.
- The assistance program will consist of the following components:
 - The employee will undergo a functional capacity test with an Occupational Therapist, which will provide an assessment with recommendations to the employee.
 - The employee will then be provided the opportunity to work with a Wellness Coach and a Certified Personal Trainer for up to 3 sessions each.
 - CARES will be available to the employee to address any issues.
 - Then, the employee would take the test again after 6 months. If the employee does not pass this time, beginning in 2017, then the employee will be determined to have not met job requirements and will be separated from employment.

The Union President or designee **may will** attend the testing. The parties will mutually agree on what standards and timing method will be utilized. Test components will be the same as for Non-Supervisory Division personnel and the Supervisory Division will continue to have a representative in the planning phase.

The City will award a \$200.00 performance bonus for employees who complete the Physical Ability Test within an agreeable duration of time to be mutually agreed upon by the Police Chief and the Union. Those members who have previously completed the Physical Ability Test in the preceding year from [insert ratification date] will have an opportunity to take the test again in order to qualify for the performance bonus. **The bonus for the preceding calendar year will be paid the first full pay period in February.**

14. Wage increase effective July 16, 2019 – 3% (retroactive), July 1, 2020 3%, July 1, 2021 2.25%

APPENDIX A

WAGES

Step Increases in Salary. All new promotions to the Sergeant rank will commence at a step that is at least two and three-quarters percent (2.75%) higher than the wage level of the classification held prior to promotion (including non-supervisory bargaining unit members currently paid the differential or detective rate at the time of promotion to the rank of Sergeant, and excluding non-supervisory bargaining unit members receiving compensation related to assignments outside of the bargaining unit), subject to the maximum level and pay for each step. Step increases will occur every twelve (12) months thereafter until the top step is reached, effective with the first (1st) full pay period beginning on or immediately following the anniversary date.

All new promotions to the Lieutenant V and Captain VI ranks will commence at step one (1). Step increases will occur every twelve (12) months thereafter until the top step is reached. On the first (1st) pay period beginning on or immediately following the dates indicated, the indicated wage rates shall take effect.

Wage Increases

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 first (1st) pay period beginning on or immediately following the dates indicated, the indicated wage rates shall take effect.

July 16, 2019: (3.00%)

July 1, 2020: (3.00%)

July 1, 2021 (2:25%)