

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

NON-ECONOMIC OPERATIONAL LANGUAGE REVISIONS

1./4. Special Assignments & Promotional revisions

ARTICLE 25

ASSIGNMENT SELECTION/TRANSFERS

SECTION 1. Transfer to Special Assignment. Any transfer to an assignment which has historically been filled through the posting and temporary transfer process, unless specifically excepted below, will be subject to the provisions of this Article.

SECTION 2. Posting. At least once each year, the City will post a list of special assignments which could be filled by transferring members of this bargaining unit. Employees interested in being considered for transfer into one (1) or more of these positions, will indicate their interest by submitting a written notice, which shall include their qualifications for the transfer opportunity(ies), to the Human Resources Section. This Section shall not apply to the short term assignments allowed under Section 6 of this Article.

Any bargaining unit member interested in a special assignment transfer must submit a letter of interest and qualifications to Human Resources Section for each assignment posted. The positions will be posted July 1st of each calendar year. Human Resources Section will then compile a roster for those expressing interest who submit a letter within 30 days of the posting which will remain in effect for one (1) year.

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

If a vacancy occurs and the list of eligible candidates for a special assignment has been exhausted, the position shall be posted and a new eligibility roster established until the next July 1st posting period. If no eligible qualified member of the bargaining unit volunteers for the position, then otherwise ineligible qualified candidates may be considered for selection to the vacant assignment. If more than one (1) qualified person that would otherwise be ineligible signs up to be considered for the vacant position, the employee that has been out of the special assignment for the longest period (without regard to department seniority) will be given the assignment.

If there are no candidates interested or qualified for a special assignment posted by the department, the department may allow an incumbent in the assignment the option of remaining in that assignment for up to two (2) additional years or it may draft a candidate of its choice, excluding personnel currently in a special assignment. No bargaining unit member drafted into an assignment shall be required to remain in that assignment for more than two (2) years unless the person agrees to remain in the assignment for the normal length of the assignment.

SECTION 3. Selection.

A. Promotion Procedure. **Effective July 1, 2019, the parties agree to form a committee consisting of representatives of the Union, the Human Resources Department, and the Chief and/or his designee, to work on the details of the promotional review process, to include the following:**

- o **Reduce the amount of materials to review**
- o **Expand the time frames to prepare**
- o **External Oral Board (3 members) from outside of agency**
- o **Scoring based upon 100 total points**
- o **Adding an Internal Affairs review component**

Until such time as the committee finalizes this promotional review process, the existing procedures set forth within Section 3(A) below will continue in full force and effect, with the following caveat – employees will be eligible for promotion under Section 3(A) after either (a) serving five (5) years with the Department, or (b) serving three (3) years with the Department and having at least two (2) years of prior police experience in a sworn and certified law enforcement position with another law enforcement agency.

The parties agree that the promotional procedure for promotions to the Detective IIB and Sergeant level will be based on the following components:

1. Program Components/Weights

a. Detective IIB

Written Examination	50%
Internal Oral Board	25%
Seniority	25%

B.b. Sergeant

Written Examination	45%
Internal Oral Board	50%
Seniority	5%

2. Internal/External Oral Board Members

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

- 1 - Internal Detective IIB (Minimum 1 year in grade)
- 1 - External Detective (Minimum 1 year in grade)
- 1 - Internal Sergeant III (Minimum 1 year in grade)
- 1 - External Sergeant or Lieutenant
- 1 - Police Commissioner or external current Police Chief or any retired Police Chief (Internal or External)

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

- 1 - Internal Detective IIB (Minimum 1 year in grade)
- 1 - External Sergeant or Lieutenant
- 1 - Internal Sergeant III or Lieutenant (Minimum 1 year in grade)
- 1 - External Lieutenant or Captain
- 1 - Police Commissioner or external current Police Chief or any retired Police Chief (Internal or External)

The City will provide the Union written notice at least fourteen (14) days in advance of the start of the oral board of the names and departments of the members of the oral board. Last minute changes will be forwarded to the Union in writing as quickly as possible.

3. Oral Board Eligibility

The high 25 scores, including ties, on the written examination will be eligible to continue in the processes to the oral board. The scores shall be determined by weighing the written exam and then adding the seniority points. This total creates the list for eligible interviews. If Detective IIB or Sergeant III vacancies are anticipated to exceed 25 persons, the number eligible to initially continue in the processes may be increased after conferring with the Union representative.

4. Seniority Points

a. Seniority points shall be added to the score obtained from the written examination to determine the oral board eligibility pursuant to paragraph 3 above.

b. Seniority points for detective promotions shall be added at the rate of one (1) point per year of seniority for a maximum of twenty-five (25) points.

The first year and each consecutive year thereafter must be completed by the first Monday of February for the even numbered years to receive credit.

c. Seniority points for sergeant promotions shall be added at the rate of one-half (1/2) point per year of seniority for the eighth through the seventeenth year, with a maximum of five (5) points. The eighth and each consecutive year thereafter must be completed by the first Monday of February for the even numbered years to receive credit.

5. Roster

New rosters will be established on April 1st of the even numbered years. Promotions shall be made from the roster based on rank order (highest to lowest score) of the total score earned by each eligible candidate.

B. Investigations Assignments.

1. The selection of candidates for training transfers to general case investigations assignments shall be based upon the following criteria:

Candidates shall be selected from the Sergeant III promotional roster under the same procedures listed above in this Section A(5), "roster." However, candidates who have previously served in general case investigations assignments for a period of one (1) year or more shall not be eligible for a training transfer assignment.

2. Four (4) positions in general case investigations assignments will be filled with Detective II-C personnel.

The rank of Detective II-C is a three (3) year assignment. Personnel wishing to hold this rank must sign the yearly job posting provided by the department. Transfers into this position/rank will be filled with officers who have signed the Detective II-C posting.

C. The assignments to Tri-County Metro Narcotic Squad, and Special Operations Division will be thirty (30) month assignments.

The selection of candidates for transfers to Tri-County Metro Narcotics Squad shall be made at the discretion of the City, from the candidates expressing interest in the assignment.

After an employee has worked in either of these assignments in excess of a total of four (4) weeks, each employee shall receive one-half of the difference in rate of pay between a top patrol officer and a detective, for any subsequent period of time of two (2) or more weeks worked on such assignment.

After an employee has worked on such an assignment in excess of a total of fifteen (15) months, thereafter, such employee shall receive a rate of pay of detective for any subsequent period of time of two (2) or more weeks worked on such assignment.

D. The following assignments will be for:

- | | |
|----------------------|---------------------------|
| <u>Two (2) Years</u> | <u>Three (3) Years</u> |
| - Service Desk | - Quartermaster |
| - Subpoena Service | - Traffic Follow-Up |
| - Court Officer | - Recruiting Officer |
| | - Range Officers |
| | - Community Bureau |
| | - School Resource Officer |

- | | |
|-----------------------|--|
| <u>Four (4) Years</u> | <u>Five (5) Years</u> |
| - Motorcycle | - Personnel Officer |
| - DEA * | - Detective IIB's Assigned to Tri-County Metro |
| - ATF * | - or Special Operations Division |
| | - or FBI/JTTF |

- | | |
|-------------------------|-----------------------------|
| <u>Seven (7) Years</u> | <u>Ten (10) Years</u> |
| - Motor Carrier Officer | - Crime Scene Invest. (CSI) |
| | - Identification Unit |

D. The following assignments will last for their respective durations:

- Three (3) Years**
- Service Desk
 - Subpoena Service
 - Court Officer
 - Range Officers
 - School Resource Officer
 - Motorcycle
 - Violent Crime Impact Team (VCI)
 - Detective IIB's Assigned to Tri-County Metro
 - or Special Operations Division
 - or FBI/JTTF
- Quartermaster
 - Traffic Follow-Up
 - Recruiting Officer
 - Community Bureau (e.g., CPO and CSO)
 - Motor Carrier Officer
 - Personnel Officer

- Four (4) Years**
- Traffic / Motorcycle / Special Events
 - Task Force Officer (e.g., DEA* and ATF*)

Five (5) Years

* These assignments will be made from a posting separate from the regular Special Assignment list.

-Range Officer

Ten (10) Years

- Crime Scene Invest. (CSI)

- Identification Unit

Effective July 1, 2019, employees assigned as Crime Scene Investigators will receive the "Detective" rate of pay set forth in Appendix A of this Agreement while serving in that special assignment, paid retroactive to July 1, 2019.

Those employees who are in a particular special assignment as of [DATE OF FINAL RATIFICATION] will be allowed to fulfill any increased time frames for their respective assignment.

Assignments shall be posted and a roster shall be established based on letters of intent submitted by interested employees, pursuant to Section 2 of this Article. Detective IIB's assigned to Tri-County Metro or Special Operations Division shall be made at the sole discretion of the Chief or his/her designee based on letters of intent submitted by interested employees.

Prior to the department establishing a new special assignment that exceeds a duration of three (3) years, the department agrees to discuss the assignment duration with the Union.

E. K-9 assignments will be for the life of the dog. If for some reason a dog is permanently removed from the program within the first year of the assignment, the department shall have the option of replacing the dog utilizing the same K-9 handler or selecting a new handler.

F. The following assignments will be seasonal in nature:

Training Officer
Warrant Service

These assignments will commence at the start of the twenty-eight (28) day work cycle closest to the last Saturday in November and concluding at the end of the twenty-eight (28) day work cycle closest to the last Saturday in May. Total length of these assignments shall not exceed two (2) "seasons". The department reserves the right to create any number of additional "seasonal" assignments.

G. Planning and Research Position. Any persons assigned to a planning and research position shall be exempt from the posting and selection process. The person will be selected at the discretion of the Chief. The persons in this assignment will be exempt from all length of assignment restrictions and are eligible for special assignment without a waiting period upon leaving the planning and research position.

H. Criteria for Selection. The selection of candidates for temporary transfers to special assignments, filled through the posting and temporary transfer process, will be made, insofar as reasonable, by seniority and expression of interest through the posting process. If the department determines that a vacant Article 24 25 special assignment position is to be filled, the transferred employee shall be selected from the posting in effect on the date the position became vacant. If the posting remains unfilled for a period of more than twelve (12) months, and the department determines that the special assignment position is still to be filled, the employee selected to fill the vacancy shall be selected from the new posting then in effect.

However, all future Task Force Officer (TFO) assignments will be selected utilizing a process to include, but not limited to:

- o **Oral Interviews**
- o **Performance Evaluations (if applicable)**
- o **Seniority**
- o **Commitment to Length of Assignment**
- o **IA Review**
- o **Attendance**
- o **Command Review**

I. Limitations upon the seniority selection may include: qualifications required for the assignment, or operational needs of the department. Upon request of the Union, the City will provide written justification for any transfer selection not based on seniority and interest of eligible candidates.

Community Policing Officers (CPO), School Resource Officers (SRO's), and Community Services Officers (CSO's) shall be exempt from the seniority selection process. These positions will be selected at the discretion of the Chief, provided that the selections are made from a list of eligible candidates.

SECTION 4. Assignment Duration.

A. General. Bargaining unit members selected to be assigned to positions which have historically been filled through the posting and temporary transfer process **may will be allowed to** remain in those positions for a period of time as indicated in Section 3 of this Article. In cases where bargaining unit members have completed their assignment, they shall be allowed to continue in that assignment, if necessary, until open, pending assignments have been completed or the expiration of sixty (60) days, whichever is sooner. In the event the City desires to extend this period, the parties agree to meet and discuss the request for such an extension.

B. Exceptions. The parties recognize that unavailability of qualified candidates may make it impractical to terminate a special assignment. If the City determines that additional exceptions will be necessary, it will so notify the Union as to the position and reason for the exception. If the Union objects to the exception provided by the City within fourteen (14) days of the notice, a special meeting shall be scheduled to resolve the issue.

C. Except as provided above, bargaining unit members that have completed any special assignment as designated in Section 3D of this Article will return to a normal patrol function in the Uniform Division for a period of time of at least two (2) years before they become eligible for another special assignment ~~and at least four (4) years must pass prior to being eligible to return a previously held special assignment,~~ **regardless of whether the employee held the same special assignment previously.**

Bargaining unit members drafted into any special assignment will return to a normal patrol function for a period of time of at least one (1) year before they become eligible for any other special assignment.

Bargaining unit members that have completed any special assignment of a "seasonal nature" will return to a normal patrol function for a period of time of at least one (1) year before they become eligible for any special assignment.

D. Leaving a Special Assignment. If an officer spends less than his/her contractually allotted amount of time in a special assignment, the following guidelines will apply:

1. If an officer voluntarily leaves the special assignment early, the officer must wait two (2) years before being eligible for another special assignment.
2. If an officer is determined to be performing an assignment unsatisfactorily which results in the officer being removed from the assignment, the officer must wait two (2) years before being eligible for another special assignment.
3. If an officer involuntarily leaves a special assignment prior to the end of the duration of the assignment set forth at Section 3(D) of this Article because the assignment is eliminated or the Union forces the officer from the assignment through the resolution of a grievance, the following will apply:
 - a) if the officer has spent more than one (1) year in the special assignment, the officer must wait two (2) years before being eligible for another special assignment;
 - b) if the officer has spent less than one (1) year in the special assignment, the officer must wait only the length of time actually spent in the assignment before being eligible for another special assignment.

SECTION 5. Compensation - Limitations. For every additional position in the rank of Detective IIB and IIC, over the number of twelve (12), the City shall have the right to make one (1) additional temporary transfer pursuant to this Article. For the purposes of the foregoing, the term "position" shall be defined as those positions of Detective IIB and IIC authorized by the City. All positions covered by this Article including, but not limited to, Metro Officers, and SOS personnel shall be counted in determining the number of temporary transfer positions available.

If additional temporary short term plainclothes assignments are necessary because of an emergency, unusual demand for service, or temporary shortage of personnel due to injury or illness, the employer may assign employees to work such assignments for a thirty (30) day period without compliance with Sections 2 and 3. If additional extensions are necessary, a written notice must be given to the Union and in the absence of an objection, an additional thirty (30) day extension shall be granted. If objection is made within three (3) days of the notice, a special meeting shall be scheduled to resolve this issue.

SECTION 6. Compensation - Assignments Outside the Bargaining Unit. Employees in this bargaining unit who perform the work of Sergeant or other level III classifications shall be paid for such time at the Sergeant's rate of pay for all time in excess of one (1) week absence. Absences of up to one (1) week shall not result in any pay differential. It is understood that the City will not use the one (1) week waiting period for the purpose of avoiding payment of the premium provided for in this Section.

SECTION 7. Other Assignments. Nothing in this entire Article shall affect the City's right to make work assignments within the employee's classification.

SECTION 8. Assignment Publication. The City shall post within the department the names of employees and the temporary positions they are filling if the transfer is in excess of two (2) weeks.

SECTION 9. Promotional Vacancies. Subject to the conditions set out in Section 6 of this Article, vacancies in the rank of Detective IIB or Sergeant III shall, within ninety (90) days of the effective date of the vacancy, either be filled through the promotional procedure or be formally deleted by the City. Promotions to the rank of Detective IIB or Sergeant III shall be made from the promotional roster in effect on the date when the position becomes vacant.

SECTION 10. Assignments of Probationary Employees. The City may make training transfers for probationary patrol officers during their first one (1) year of probation for thirty (30) days to the Investigations Section or other investigation plainclothes unit of the department. All training time under this Section shall not be cumulative and not credited towards non-probationary transfer time. The rate of pay shall be the rate of the training transferee's present rate.

SECTION 11. Other. The City agrees that it will not create any other positions or exercise any other Management Right for the purpose of avoiding the provisions of this Article.

2. Officer Wellness Yearly "Check In"

ARTICLE 31

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.

4. Promotional

SEE ABOVE REVISIONS TO ARTICLE 25 WITH ITEM #1

5. Shift Picks

ARTICLE 27

SHIFT ASSIGNMENTS

The following procedure will be implemented and is agreeable to both the Lansing Police Department and the Capitol City Labor Program Inc., Non-Supervisory Division, regarding the shift assignment (selection) of Police Officers assigned to the Uniform Section.

1. Shift selection shall be based on department seniority (pursuant to the labor contract definition).
2. Only those officers assigned to the Uniform Section are affected.
3. Management shall prepare and circulate the form for the shift assignments.

4. The affected time periods shall begin the first cycle after the date of ratification.
5. Shift selections shall be for the following time periods: Last Saturday in November to the first Saturday in March. First Saturday in March to last Saturday in May. Last Saturday in May to first Saturday in September. First Saturday in September to last Saturday in November.
6. Shift selection shall be posted twenty-eight (28) days prior to the effective date.
7. Vacancies that occur during one of the four (4) listed frozen cycles will be filled by the most senior officer in Uniform Section that indicated willingness to change during a frozen work cycle. Officers will indicate their willingness to change when they make their frozen shift picks. This will allow up to a maximum of three (3) senior officers to change shifts. Officers returning to patrol will fill the vacancy created by the last senior officer's move.
8. The number of personnel assigned per Platoon is at the discretion of management.
9. The department will make an effort to give officers a minimum of a five (5) day notice, but will not be held to a minimum notice when it is impossible for the department to conform.
10. Patrol Officer shift selection will be made after supervisory shift selections are confirmed and posted.

Special Preferences

Police Officers assigned to the following specific assignment shall make their selection on independent rosters by seniority: Crime Scene Investigator.

Confirmed officers exiting a special assignment identified in Article 25 will have priority to bump any Step 5 probationary officers from a shift assignment.

6. Three Year Duration with Expiration Date of June 30th (Page 62)

ARTICLE 30

TERM OF THIS AGREEMENT

SECTION 1. General Term of Agreement. Except as specifically set forth below, this Agreement shall be effective July 1, 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.

7. Three Year (3) Final Average Compensation for those hired after July 1, 1999 (page 38)

ARTICLE 22

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 September 1, 1987:

Section 19(a) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955 which in its entirety is expressly incorporated within the collective bargaining agreement between the parties is further amended to provide as follows:

(a) Upon a Capitol City Labor Program Inc. Non-Supervisory member's retirement as provided in this chapter, the member shall receive a retirement allowance equal to the sum of 2.75 percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of credited service not to exceed 25 years, plus one (1) percent of the member's final average compensation multiplied by the number of years, and fraction of a year, of credited service which is in excess of 25 years; provided that this subsection (a) shall be subject to subsection (b) of this section.

Effective January 16, 1993

Section 24(b) of Chapter 16 of the 1955 Lansing City Charter will be considered to be amended to provide as follows:

(b) Upon attaining age 55 years (or at such earlier date as the member elects and would otherwise be eligible for a retirement allowance based on the eligibility provisions within this Article), he/she shall receive a retirement allowance computed according to Section 19 of this chapter. In computing his/her retirement allowance (1) his/her credited service shall be increased to include the period he/she was in receipt of a disability retirement allowance provided in subsection (A) of this section, and (2) his/her final average compensation shall be recomputed using the monthly rates of compensation as of the date he/she attains age 55 years (or makes the earlier election provided herein) for the rank or ranks held by him/her during the period used in computing his/her final average compensation at the time of his/her retirement. Any retirement allowance payable under this subsection shall be subject to section 29 of this chapter.

Effective July 1, 1994

Members of the bargaining unit, shall be eligible to receive retirement service credit for periods of time in the active armed (military) service of the United States, up to a maximum of two (2) years as if the employee had served the City during that period, provided: (1) the employee shall submit a written election to receive military service retirement credit for all or part of the period of military service; (2) the employee requesting military service credit shall pay the costs of the actuarial evaluation of the cost of adding such military service to his/her retirement service credit; (3) the employee shall be responsible for the entire cost of adding such military service to his/her retirement service credit, and shall be eligible to request an actuarial costing of his/her military service credit. The employee electing to exercise the right to receive military credit shall make such election in writing and make full payment for the cost of such service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial services shall be performed by the actuary of the Police and Fire Retirement System of the City of Lansing, and costs determined by said actuary shall be considered final and binding upon the City, the Union and the affected employee.

Effective July 1, 2005: Time purchased under this provision is for the purpose of retirement only, and shall be actuarially costed as such. Time purchased under this provision shall not be considered for any other benefit, especially, but not limited to, qualifying for/receiving retiree healthcare (this additional time cannot be used for the vesting of retiree health care).

For purposes of this section, active military service shall be defined to include periods of voluntary or involuntary induction into the armed forces of the United States of America under the Selective Service Act of 1940, as amended; it shall also include the initial training period required to be a reserve member of the armed forces of the United States of America or the U.S. National Guard, but shall specifically exclude annual short term reserve training programs required of reservists or national guard members.

Effective upon approval by the Internal Revenue Service of
employee contributions being made with pre-tax dollars
(January 1, 1996)

The City shall request from the Internal Revenue Service (IRS) an approval for employee contributions to the Police and Fire Retirement System to be made with pre-tax dollars. Upon a decision by IRS the following language will apply:

Section 19(a) of Chapter 16 of the Charter of the City of Lansing adopted November 8, 1955, which in its entirety is expressly incorporated within the collective bargaining agreement between the parties, is further amended to provide as follows:

(c) Upon the Capitol City Labor Program Inc. Non-Supervisory member's retirement as provided in this chapter, the members shall receive a retirement allowance equal to the sum of 2.95 percent of the member's final average compensation multiplied by the number of years, and fraction of the year, of credited service not to exceed 25 years; provided that this Subsection (C) shall be subject to Subsection (B) of Section 14.

(d) Effective for all pay periods following the decision by the IRS regarding employee contributions being made with pre-tax dollars, the contributions of a member of the retirement system shall be no more than 6.0% of the compensation paid by the City. The Director of Finance or other officer responsible for making upon the payroll shall cause an applicable contribution to be deducted from the compensation to each member on each payroll, from the date the required

increase in contribution for the employee's continuation in the system commences and shall continue through the remainder of the employees' tenure.

(e) Any employee that retired after January 23, 1994 shall receive the increased benefit reflected in subsection (c) above, the month following the IRS decision as referenced in subsection (d) above. Should the IRS not approve the plan for employee contributions to be made with pre-tax dollars, the increased benefit will still become effective and the retirement improvement and the increased contribution shall begin in the pay period following the decision.

Effective July 1, 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.

- 8. 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 19)**

ARTICLE 15 – Health Insurance Benefits

SECTION 7. Retirees

Replace (A), (B) and Union's proposed (C) 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 November 1st, 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.

9. Updated Bereavement Policy (page 32)

ARTICLE 20

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.

10. 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 23 of the expired contract).

See prior revisions under 8.

11. The Union withdraws the comp time proposal.

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** 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 1, 2019 – 3% (retroactive), July 1, 2020 3%, July 1, 2021 2.25%

ARTICLE 28

WAGES-POLICE DEPARTMENT

SECTION 1. Wage Rates. A three percent (3.0%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2019.

A three percent (3.0%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2020.

A two and a quarter (2.25%) increase in the hourly wage rate for each employee effective the first pay period beginning on or immediately following July 1, 2021.

July 1, 2019: (3.00%)

July 1, 2020: (3.00%)

July 1, 2021: (2.25%)