

Agreement Between

CITY of LANSING, MICHIGAN

And the

CAPITOL CITY LABOR PROGRAM, INC.



Virg Bernero, Mayor



LANSING POLICE SUPERVISORY UNIT

July 16, 2015 – July 15, 2019

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AGREEMENT

This Agreement is entered into between the City of Lansing, Michigan, hereinafter referred to as the "City", and the Capitol City Labor Program Inc.. (hereinafter referred to as the "Supervisory Unit" or "Union"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

ARTICLE 1

RECOGNITION OF THE SUPERVISORY UNIT

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947 as amended, the City hereby grants sole and exclusive recognition to the Supervisory Unit for the purpose of collective bargaining for all employees covered by the bargaining unit described below:

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

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Lansing Code and any modifications made thereto, and any resolution passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion

of management this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (I) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs, however, no rule or regulation or memorandum shall be adopted hereafter without notice to the Union; and its reasonableness may be subject to the grievance procedure; (n) to transfer, promote and demote for just cause employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

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

ARTICLE 3

MANAGEMENT SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees until the termination of this Agreement that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises when such conduct: I) violates a valid statute or ordinance, ii) is in furtherance of an illegal strike or other illegal activity, iii) obstructs the governmental functions of the City, iv) concerns a matter which is subject to the contractual grievance and arbitration procedure. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City, as long as this contract is in force.

ARTICLE 4

UNION SECURITY

SECTION 1. The City will not discriminate against any employee because of membership in the Union.

SECTION 2. The City agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following subsections:

- A. The Union shall obtain from each of its members a completed Check-off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.
- B. All Check-off Authorization Forms shall be filed with the City's Finance Director who may return any incomplete, or incorrectly completed, form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments or other amounts for other Union activities.
- D. The City shall check-off only obligations which come due at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- E. The City's remittance will be deemed correct if the Union does not give written notice to the City Controller within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City Finance Director, and the amount owing the Union shall reflect accordingly with the next payment from the employee and due the Union.
- G. The Union shall provide at least thirty (30) days' written notice to the City Finance Director of the amount of Union dues and/or representation fee to be deducted from the wages of City employees as in accordance with this Article. Any change in the amounts

determined will also be provided to the City Finance Director at least thirty (30) days prior to its implementation.

- H. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Union.
- I. The Union shall provide the City with a check-off form that will accommodate the inclusion of the following minimum information:

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

ARTICLE 5

SUPERVISORY UNIT BARGAINING COMMITTEE

SECTION 1. Composition. The bargaining committee of the Union will include not more than four (4) employees of the Lansing Police Department. The bargaining committee shall also consist of not more than two (2) non-Union employee representatives to be appointed by the Union. The Union will furnish the Department of Human Resources Director with a written list of the Union's bargaining committee, and alternate members prior to the first bargaining meeting, and substitution changes thereto, if necessary.

SECTION 2. Compensation. The four (4) City employee members named by the Union as bargaining committee members, as provided for above, will be paid for the time spent in negotiations with the City, including one (1) hour prior to and one (1) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift. Employees designated by the Union as alternate bargaining committee members are not entitled to any compensation under this Article.

ARTICLE 6

SENIORITY

SECTION 1. Definitions. Seniority shall be defined in this agreement, as follows: (a) "Seniority" shall mean the status attained by the length of continuous service in a particular rank; (b) "City Seniority" shall be used to determine accruals of certain economic benefits, including longevity and vacation, and shall include all City employment service as a regular, full-time employee.

SECTION 2. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority, showing name, position, class and seniority date, and shall furnish a copy to this Union in March of each year.

ARTICLE 7

LAYOFF AND RECALL

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

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

SECTION 3. Demotion In Lieu Of Layoff. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he/she has not previously held permanent status.

SECTION 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days' prior notice.

SECTION 5. Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Police

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

- B. Names shall remain on the lists for five (5) years for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the list for five (5) years. Employees shall be recalled from lay-off or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those ranks.
- C. The City shall have the right to require any employee who has been laid off to take a medical examination, by a physician selected by the City at the City's expense, before he/she returns for work to determine fitness for duty. The medical examination must indicate that the employee is capable of performing the job to which he/she is returning.

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

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

SECTION 6. Notice of Recall From Layoff.

- A. Employees being recalled from layoff shall be notified by certified or registered mail at their last address of record. A copy of the recall notice shall also be sent to the Union.
- B. A recalled employee must notify the Human Resources Division of the Lansing Police Department within fourteen (14) calendar days from the date the letter of recall was delivered to the employee's address, of his/her decision to return to work. The employee shall report for duty within fourteen (14) calendar days after the date of his/her written notification to the Human Resources Division of the Lansing Police Department, or shall report at such later date as specified within the recall notice.
- C. Employees who fail to timely respond to the recall notice, in accordance with the above, or to timely report for duty, shall forfeit their employment rights and shall be removed from the employment rolls.

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

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

ARTICLE 8

LOSS OF SENIORITY

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

- A. Resigns or quits.
- B. Is properly discharged or terminated.
- C. Retires.
- D. Is convicted of a felony (which is deemed to include any crime which is punishable by incarceration of one (1) year or longer).
- E. Has been on layoff for a period of three (3) years or more.
- F. Is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- G. Is promoted or transferred from a classification covered by this Agreement to another job classification within the Lansing Police Department and does not return to a bargaining unit position within one (1) year of the promotion or transfer. No seniority shall be accumulated for the service in the job classification not covered by this Agreement. After one (1) year from the effective date of the promotion or transfer out of the bargaining unit the employee's seniority rights in the bargaining unit shall be terminated.

SECTION 2. Return From Duty Disability Retirement. When an employee is on a duty disability retirement and subsequently returns to such employee's previous employment position on a full-time basis, the employee shall accumulate seniority for the period such employee was on duty disability retirement for the purpose of calculating the employee's longevity bonus and for determining the amount of annual accumulated vacation leave such employee is entitled to take. However, such an employee shall not accumulate seniority for purposes of vacation and shift selection or for purposes of any other seniority based benefit. Nothing contained in this section shall be deemed to alter or amend the language of the City of Lansing Police and Fire Retirement System which states: "A disability retiree who returns to City employment shall again become a member of the retirement system and his credited service in force at the time of his disability retirement shall be restored to his credit. He shall be given service credit for the period he was receiving a disability retirement allowance provided in Section 24(a) of this chapter."

ARTICLE 9

LEAVE DAYS

SECTION 1. Definition. Because police officers are required to work regardless of calendar weekends, i.e. Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as "Leave Days".

SECTION 2. Number. Employees covered hereby, earn eight (8) leave days each twenty-eight (28) day work cycle they are employed by the City, for a total of 104 leave days each year. Employees shall receive a total of six (6) additional pass days per calendar year.

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

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

SECTION 5. Leave Days In Conjunction With Vacation. Employees who are eligible for vacation, as provided for in Article 10 of this Agreement, may, with management approval, which shall not be unreasonably denied, take leave days in conjunction with their vacation as more fully described in Article 10, Section 7.

SECTION 6. Emergencies and Discipline. Employees who are scheduled to work on leave days, pursuant to management's right to require employees to work overtime, shall be compensated as provided in Section 2 of Article 11.

SECTION 7. Posting. Sergeant leave days shall be posted a minimum of 14 days prior to the date when they are scheduled to take effect every cycle.

ARTICLE 10

VACATION LEAVE

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

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

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	136 work hours
10 but less than 15	168 work hours
15 years or more	208 work hours

Effective the first pay period beginning on or immediately following July 1, 2006 an employee's vacation with pay shall be modified as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	136 work hours
10 but less than 15	172 work hours
15 but less than 20	212 work hours
20 years or more	216 work hours

This means that effective the first pay period beginning on or immediately following July 1, 2006, employees shall have added to their vacation banks the following vacation hours:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	0 hours
10 but less than 15	4 hours
15 but less than 20	4 hours
20 years or more	8 hours

In subsequent January's (beginning January 1, 2007) the higher accumulative rates shall be applied.

Effective the first pay period beginning on or immediately following July 1, 2008 an employee's vacation with pay shall be modified as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	136 work hours
10 but less than 15	176 work hours
15 but less than 20	216 work hours
20 years or more	224 work hours

This means that effective the first pay period beginning on or immediately following July 1, 2008, employees shall have added to their vacation banks the following vacation hours:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	0 hours
10 but less than 15	4 hours
15 but less than 20	4 hours
20 years or more	8 hours

In subsequent January's (beginning January 1, 2009) the higher accumulative rates shall be applied.

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

SECTION 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who leave the service of the City for any reason and are entitled to receive payment for accrued vacation time shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one (1) year of service, no accrued vacation leave will be allowed. An employee who has served over one (1) year shall be paid for any accrued vacation due on leaving the service of the City.

SECTION 4. Vacation leave credit shall accrue from the date an employee enters the service of the City. Vacation leave shall be granted to employees covered hereby, by the management representative of the Police Department who is in charge of scheduling vacations and such vacations will be granted at such times as they will least interfere with the efficient operation of the Police Department, with due regard for the expressed preference of the employees concerned. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

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

SECTION 6. Vacation time off shall be cumulative from year to year. However, except as provided in Section 8, no employee shall be allowed to accumulate more than two (2) times the annual vacation he/she is entitled to, pursuant to Section 1 of this Article.

- A. On or before November 30th of any calendar year, employees shall be notified of their total vacation eligibility for that given calendar year, the number of vacation days taken, and the balance remaining, if any.

SECTION 7. Where possible, all vacations shall start on Saturdays. Vacation days and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police, or designated representative.

SECTION 8. In the event that an employee's vacation request is denied due to personnel shortage, and the employee is scheduled to continue working so that he/she would then accrue vacation time beyond the two (2) times annual vacation maximum accumulation limit, then in such case said employee shall be permitted to carry over the excess earned vacation hours, or, the employee may be paid monetary compensation at a time and one-half rate for the vacation time that would be lost due to the accumulation limit.

SECTION 9. The first two rounds of vacation picks shall be made by choosing 5-10 consecutive day selections.

Members of the Supervisory Unit who have earned a third round of vacation picks will also make their selection by choosing 5-10 consecutive day picks. If members still have remaining vacation hours to use, a fourth round and more will occur until the employee has selected enough days to satisfy their allotted vacation hours.

The above does not allow for members to “split” their weeks on one round of picks. Members must go through the selection process as outlined to get separate weeks.

No more than ten (10) consecutive calendar days or two (2) consecutive calendar weeks may be selected except by mutual agreement between the employee and the supervisor.

ARTICLE 11

HOURS AND RATES OF PAY

SECTION 1. Work Day and Hours. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by management.

SECTION 2. Overtime. It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above the normal scheduled work day or normal scheduled work week, when authorized by the department head.

For purposes of overtime computations, the work period shall coincide with the 28 day scheduling cycle. Overtime shall not be paid for time worked during the normal scheduled work day or normal scheduled work week, so long as each affected employee has at least eight (8)

scheduled leave days in the 28 day work period/scheduling cycle. (This clarification is provided pursuant to Section 207(K) of the Fair Labor Standards Act.)

All officers on duty shall be paid for overtime at one and one-half (1 ½) to be computed at 152% times their regular hourly rate.

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

SECTION 3. 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 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 overt 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.

C. EMERGENCY OVERTIME

Emergency overtime is defined as overtime which becomes available the same day (less than 24 hrs.) as the opening. Examples include call back for sick employees. In this instance, the supervisors from the preceding shift(s) will be allowed to stay over to cover

within the regulations and limitations below. There will be two categories of emergency overtime: 5 hours or less or more than 5 hours. The parties agree that the overtime opportunity is tied to the start time of the shift and overtime occurring at the end of a shift for up to five (5) hours will be first offered to the shift on duty as hold-over work.

Five (5) hours or less:

If the emergency overtime is for less than 5 hours, members currently working are authorized to stay over to provide coverage. The overtime will be awarded to a supervisor whose shift just ended and by seniority. This includes filling the time period until relief arrives on short notice emergencies. If there are no interested parties working, overtime of less than five hours will be filled first from members on the shift where the vacancy occurs based on unit seniority then opened up to all of patrol members based on unit seniority and finally all supervisory members based on unit seniority. Emergency overtime of less than five (5) hours not filled will be covered by forcing a supervisor on the preceding shift by inverse seniority. The forced supervisor will cover the overtime less than five (5) hours or until a replacement can be reached.

If an emergency occurs on a shift, during the scheduled shift times (supervisor falls ill or has to leave for emergency), if less than 5 hours remain in the shift, overtime will be filled by calling in the scheduled proceeding shift supervisor with priority by seniority. If over 5 hours of coverage remains in the shift, this overtime will be filled with supervisors on the same shift being given first priority, overall patrol supervisor seniority second priority and finally overall supervisor unit seniority. A forced situation will follow the same procedure (if less than 5 hours, the proceeding shift is forced, if more than 5 hours, the current shift is forced.)

Five (5) hours or more overtime:

If the emergency overtime is for more than 5 hours, members assigned to the shift with the vacancy will get first priority based on seniority. If no one takes the overtime, it will be opened to all of Patrol based on unit seniority and finally all supervisors based on unit seniority.

Emergency overtime of over five (5) hours which is not filled by this process will fall upon the responsibility of the shift where the vacancy occurred and will be filled by inverse unit seniority from supervisors on that shift.

Contractual limits regarding allowed hours worked consecutively (put in total) are still in effect. Situations where the limits would be exceeded and no alternative remains can be approved by the Patrol Captain.

SECTION 4. Detention Unit Overtime

- A. PRIORITY: 1. Shift
2. Seniority

B. OVERTIME REQUESTS

It is the responsibility of the jail Sergeants to check on the available overtime for the upcoming cycle. The Sergeants must have their written request in by the Monday prior to the end of the proceeding cycle at 0800 hours. If a Sergeant is willing to work both six (6) hour slots on a given day they must sign up for both slots independently.

Sergeants other than those assigned to Detention will be considered for any available overtime not filled by the Detention Sergeants.

The Detention Lieutenant will post the finalized scheduled overtime for the entire cycle no later than the Tuesday prior to the start of the cycle by 1700 hours. All rights to consideration are waived if a Sergeant misses a deadline. If the Detention Lieutenant is unavailable to do so they will have an alternate post the overtime.

C. ANTICIPATED OVERTIME

Shift overtime will be filled first by the shift Sergeants and the swing Sergeant, then by the opposing shift Sergeants followed by road patrol.

D. GENERAL

1. An employee will work no more than one-and-one-half (1 ½) shifts with a minimum of six (6) hours off between shifts unless otherwise approved by the Chief of Police or designee.

2. All patrol Sergeants who work the overtime must have, as a minimum, four (4) hours of training in Detention.

3. If no Sergeant submitted to work the posted overtime by the deadline and a force situation would be necessary or if the above-mentioned one-and-one-half (1 ½) shifts maximum/six (6) hours off between shifts rule is broken, the Detention Lieutenant would have an opportunity to work the overtime. If the Detention Lieutenant is unavailable to work the overtime it is then opened up to the other Lieutenants based on seniority before a Detention Sergeant would be forced to work the overtime. If a Detention Sergeant is forced, this will occur in inverse seniority by appropriate shift.

E. EMERGENCY OVERTIME

Emergency overtime is overtime which occurs with less than twenty-four (24) hours' notice and is due to an unforeseen situation, for example illness bereavement or specialized unit call out.

If patrol staffing allows, a Sergeant may be assigned to cover the jail.

- PRIORITY:
1. 1st six (6) hours: the 1st six (6) hours is offered to the Sergeant working the shift preceding the emergency overtime. If that Sergeant does not want the overtime, it is offered to the Detention Sergeants on that shift, by seniority and the swing shift Sergeant. It is then offered to the opposing shift Sergeants.
 2. 2nd six (6) hours: calls must be made to Sergeants on the shift the overtime is on by seniority and the swing shift Sergeant. If no sergeants on that shift want the overtime it is offered to the opposing shift. It is up to the Sergeant on duty to make the necessary arrangements for detention command coverage.
 3. If supervisor call-back is required and the overtime does not last the full six (6) hours, the Sergeant who is filling in is to be paid the two (2) hour minimum.

If no Detention Sergeant agrees to work the emergency overtime, the overtime will be opened up to all Sergeants by seniority followed by all Lieutenants by seniority.

SECTION 5. Call-Back And Call-In Pay. If an officer is called in to work or is called back to work at a time other than the officer's posted duty shift, the officer shall be paid for such call-back and/or call-in time at the rate of time and one-half the officer's regular hourly pay rate, with a minimum of two (2) hour's payment at the overtime rate, unless such time worked shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked.

SECTION 6. Scheduling. Overtime and call-back time shall be authorized by management. A regularly scheduled shift shall be posted once every twenty-eight (28) days for bargaining unit members working in the uniform division and once a month for bargaining unit members that work Monday through Friday in all other divisions. Said schedule shall be posted five (5) days prior to its effective date.

The five (5) days shall be calculated on the basis that the new schedule will not be implemented until 120 hours from midnight of the date the notice of the new schedule is given by the employer. If this notice is not given to the employee the employee shall receive overtime pay for the time worked during the five (5) day period.

SECTION 7. Pyramiding. Payments for overtime, court time and call-back time, and shift premium shall not be duplicated for the same hours worked as heretofore provided.

SECTION 8. Court Time. If an officer is subpoenaed into court or has to go to court to validate a complaint/warrant, the officer shall be paid (if off-duty) at the rate of time and one-half of the officer's hourly rate of pay, with a minimum of two (2) hours' payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. If an officer is in court, or is in court in order to validate a complaint/warrant and such court time extends beyond the officers' normal work day, such time shall be treated as an extension of the work day, the officer shall be compensated in accordance with Section 2 above and the preceding minimum shall not apply. The officer shall keep any statutory mileage fee for court appearances (which fee shall not be made a part of any overtime compensation under this Agreement) but the officer shall turn back to the department any statutory witness fee.

If an off-duty officer is required to appear at a job related hearing outside of Ingham, Eaton and Clinton Counties, and within the State of Michigan, the officer's travel time to and from said hearing shall be included in computing the hours worked by the officer (subject to the rate of compensation provided for in the preceding paragraph) at the rate of one (1) hour for each fifty (50) miles of travel (pro-rated), total distance to be measured from Lansing to the City in which the court is located, using the distance chart on the official highway map of the State of Michigan.

Time and one-half the officer's rate of pay shall be paid for all other matters (including by way of illustration, trips to the prosecuting attorney's office, probate court appearances, license appeal board hearings, and Liquor Control Commission hearings) which occur beyond an officer's normal duty shift, with a minimum of two (2) hours' payment at overtime pay rates, unless such time worked shall extend past two (2) hours, in which event the officer shall be paid overtime for the exact hours or portion thereof so worked. The officer shall keep (and any such sum so retained shall not be included in the officer's overtime compensation paid hereunder) any mileage allowance the officer receives in connection with these types of proceedings but the officer shall turn back to the department any statutory witness fee.

SECTION 9. Compensatory Time. Employees who in the sole opinion of the City are considered exempt from State and Federal laws and regulations that govern the payment of overtime may, in lieu of receiving pay for overtime which is worked, elect to receive compensatory time up to a maximum of one hundred twenty (120) hours per fiscal year earned at the rate of one (1) hour of overtime and one and one-half (1 ½) hours of compensatory time. All such compensatory time shall be in lieu of paid overtime. The City's determination of an employee's exempt status from State and Federal laws and regulations that govern the payment of overtime shall not be subject to the grievance procedure. Scheduling of compensatory time shall be at the sole discretion of the Chief of Police, or designee.

An employee who has accumulated compensatory time may elect to take such time in pay up to eighty (80) hours per fiscal year, rather than as time off, subject to the following conditions:

Such election by an employee shall not expand the one hundred twenty (120) hour annual limitation stated above; such payments will be available on a bi-annual basis only (i.e. March 1 and September 1: Payment will be made in the first full pay period following each March 1 and September 1 for time accrued in the previous two (2) quarters. An employee must make the election and notify the Department of Human Resources of the election no later than the 1st of the month prior. If the above conditions are fulfilled the time shall be paid for at one and one-half times the officer's rate at the time payment is made.

SECTION 10. Jury Duty. Employees required by law to serve as jurors shall upon satisfactory proof to the City of such service rendered, receive the difference between jury pay and the employee's regular straight-time hourly rate for time lost from his/her scheduled hours of work to a maximum of eight (8) hours per day and forty (40) hours per week for the number of days actually served on jury duty.

It shall be a condition of the foregoing that an employee report for work whenever the employee is excused from jury duty during the employee's normal work hours unless the balance of the shift is two (2) hours or less.

Employees called for jury duty working shifts that commence at 8:00 p.m. the previous evening or after shall receive a minimum of six (6) hours off without loss of pay in addition to the reporting time for jury duty.

SECTION 11. Injury Leave Status. When an employee is on an injury leave status from employment, the employee shall automatically be deemed working a day assignment, working daily assigned hours of 8:00 a.m. to 5:00 p.m., Monday through Friday retaining scheduled leave days until the start of the first full work week after the injury status has begun, unless otherwise mutually agreed to as indicated below. At the start of the first full work week after the employee has begun the injury leave status, the employee shall continue working a day assignment, working daily assigned hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, however Saturday and Sunday shall become the employee's leave days. During the day assignments as set forth in the two preceding sentences, the employee shall be paid at the overtime rates set forth in the contract, for court time outside of the daily assigned hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Alternatively, the department, the Union and the employee may mutually agree to a work schedule other than a day assignment taking into consideration the operational needs of the department, the needs and preferences of the employee and any financial impact.

At the termination of the injury leave status, the employee shall automatically return to the previously assigned shift unless shift selections have subsequently been made, in which cases such employee shall report to the Platoon shift that is then in effect for that employee. If, during the work week in which the termination of injury leave status occurs, the employee has received two leave days, the employee shall not take any additional leave days. If during the work week in which the termination of injury leave status occurs, the employee has not already received two leave days, the employee shall take the previously scheduled leave days.

SECTION 12. Overtime Pay For Medical Treatment. Time spent by an officer in obtaining duty-injury related medical treatment or therapy during off-duty hours shall be compensated at a rate of one and one-half (1 ½) times the regular hourly rate if such medical treatment is so scheduled by the City. Officers shall not be compensated while pursuing such medical treatment or therapy during off duty hours if the treatment was scheduled by the employee. However, an officer injured during their regularly scheduled work shift shall be paid overtime for the time period from the end of their shift until released by a doctor or admitted to the hospital.

SECTION 13. Mutual Aid. Whenever Lansing police officers perform duties outside of the Lansing City limits, pursuant to a mutual aid agreement entered into with another jurisdiction, the employees shall be compensated at the rate otherwise applicable under this agreement for service performed as a Lansing police officer inside the Lansing City limits. Further, all employees performing duties pursuant to a mutual aid agreement shall be eligible for all benefits provided by this agreement (including insurance and disability benefits), and shall be treated by the City of Lansing in all respects as if the service is rendered to the City and subject to the conditions of employment established in this collective bargaining agreement. The Division President has a right to receive copies of all mutual aid agreements.

SECTION 14. Shift Premium. Effective the pay period beginning on or immediately following July 9, 1995, the hourly rate of any employee regularly scheduled for the afternoon, night or special shift shall be paid a premium of \$0.85 (eighty-five cents) per hour for each hour worked during the regularly scheduled shift.

Effective the pay period beginning on or immediately following July 16, 2005, the hourly rate of any employee regularly scheduled for the afternoon, night or special shift shall be paid a premium of one dollar and no cents (\$1.00) per hour for each hour worked during the regularly scheduled shift.

Shift premium shall not be pyramided with any other applicable wage improvement.

For purposes of this Section, the term "afternoon shift" shall include any shift which begins between 12:00 p.m. and 5:59 p.m. with the shift premium paid for hours worked beginning at 1:00 p.m. The term "night shift" shall include any shift which begins between 10:00 p.m. and 2:59 a.m. The term "special shift" shall include any shift which begins between 6:00 p.m. and 9:59 p.m.

SECTION 15. Temporary Assignments. The employer may temporarily assign, up to one-hundred twenty (120) calendar days, a member of the bargaining unit to perform the duties of a higher rank position for which the Chief deems them qualified. The employer may seek extensions of the assignment by giving written notice of the reasons for the need for the extension to the Union. The employee temporarily assigned to work in the higher rank shall be compensated upon being transferred into the position at a rate that shall constitute one full step higher than the rate the employee is paid in his/her regular position. This provision shall be inclusive of positions within and outside of the bargaining unit.

SECTION 16. Field Trainer Compensation. Effective July 16, 1998, any Sergeant III assigned to train and who completes written evaluations/reports, as determined by the Chief or his/her designee, on a new Sergeant that is enrolled in or subject to training in the field training program for Sergeants shall receive compensation equal to one (1) hour of pay at the rate of one and one-half (1-1/2) the Sergeant's regular hourly rate of pay for each shift which a new Sergeant is assigned to the Sergeant III.

ARTICLE 12

HOLIDAYS

SECTION 1. Employees shall receive one day off with pay for each authorized holiday as listed below. The holidays are:

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day Following Thanksgiving
Day before Christmas
Christmas Day

SECTION 2. The City retains the right to schedule employees to work on a holiday or alternatively to dismiss them with pay, as is the usual practice with other City employees. Any employee who would normally work on the holiday but for the holiday, and who is dismissed because of the holiday shall not have the day charged as a "Leave Day", nor will he or she be required to make up the work time at a different time.

SECTION 3.

- A. If an officer is scheduled to work and does work a holiday, he/she shall receive regular pay plus an additional half time plus an additional eight (8) hour day off. This additional day off, earned for working on a holiday, must be taken off at a mutually convenient time to both the employee and the City and within ninety (90) days of the time it was earned with the exception of three (3) days which can be banked to be used at a later date. (This is the equivalent of time and one-half plus an additional eight (8) hour day off, or a total of two and one-half (2 1/2) times pay.) The saved holiday bank shall never exceed three (3) days, provided that a fourth saved holiday may be accrued for a period not to exceed ninety (90) days.

- B. If an employee does not work on a holiday because the holiday falls on a Leave Day, the employee shall receive an additional eight (8) hour day off at a time mutually convenient to both the employee and the employer.

SECTION 4. Employees Who Normally Work Monday Through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be observed as the holiday, excepting that, whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

Employees Who Normally Are Scheduled To Work Any Of Seven Days In The Week. Holidays which fall on Saturday shall be recognized and celebrated on Saturday. Holidays which fall on Sunday shall be recognized and celebrated on Sunday.

SECTION 5. Holiday Call-Back. All employees who are called in to work on a holiday for a time period less than four (4) hours shall be paid one and one-half (1 1/2) times their regular rate of pay with a minimum of four (4) hours payment. All employees who are called in to work on a holiday for a time period of four (4) hours or more shall be paid one and one-half (1 1/2) times their regular rate of pay plus an additional day off for working on the holiday.

ARTICLE 13

LONGEVITY BONUS

Following completion of five (5) years of continuous, full-time service by October 1 of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive annual longevity bonus as follows:

<u>Service</u>	<u>Annual Bonus</u>
5, or more, and less than 10 years	2% of annual earnings
10, or more, and less than 15 years	4% of annual earnings
15, or more, and less than 20 years	6% of annual earnings
20 or more	8% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid at a pro-rated longevity bonus based on the number of calendar months of full-time service credited to an employee from the preceding October 1st to the date of his/her retirement.

An employee's longevity bonus shall be computed as a percentage of an employee's regular annual base salary which the employee is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, exclusive of overtime pay, or any other premium pay. Effective October 1, 1996, no longevity bonus shall be paid for that portion of an employee's annual earnings which is in excess of \$20,000.00.

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

ARTICLE 14

HEALTH INSURANCE BENEFITS

SECTION 1. Health Insurance Benefits - Active Employees

1. Medical Insurance. Medical insurance for active employees shall be as follows for the duration of this agreement.

A. Base Plan. The City will offer full-time employees a choice of Base Plan health insurance as follows:

1. BC/BS PPO 12/20 with a \$1000/\$2000 deductible and \$10/\$40/\$80 Rx drug card and \$40.00 office/\$60.00 urgent care and \$250.00 Emergency Room co-pays.

2. PHP DPL 15500 with a \$1000/\$2000 deductible and \$10/\$40/\$80 Rx drug card and \$40.00 office/\$60.00 urgent care and \$250.00 Emergency Room co-pays.

The City will pay no more than the premium cost of the Base Plan options provided in Subsection A, up to the limit of the state mandated hard cap amounts under Public Act 152 of 2011, as amended. Because the 2011 PA 152 hard cap amounts are subject to change, the City will pay no more than the cost of the Base Plan (BCBSM or PHP) hard cap amounts in effect at any given time.

Employees will pay no premium sharing toward the Base Plan so long as rates remain at or below the state mandated hard cap amounts. If rates exceed the state mandated hard cap amounts, employees will become responsible for and pay all costs in excess of the hard cap amounts.

Employees electing the Base Plan health insurance will receive a \$400 cash payment incentive for each plan year chosen.

B. Option 1 Plan. The City will offer full-time employees a choice of Option 1 Plan health insurance as follows:

1. BC/BS PPO 4 with a \$500/\$1000 deductible and a \$10/\$40/\$80 Rx drug card and \$30 office/\$50 urgent care and \$150 Emergency Room co-pays.

2. PHP DPL 15400 with a \$500/\$1000 deductible and \$10/\$40/\$80 Rx drug card and \$30.00 office/\$50.00 urgent care and \$150.00 Emergency Room co-pays.

The City will pay no more than the premium cost of the Option 1 Plan options provided in Subsection B, up to the limit of the state mandated hard cap amounts under Public Act 152 of 2011, as amended. Because the 2011 PA 152 hard cap amounts are subject to change, the City will pay no more than the cost of the Option 1 Plan (BCBSM or PHP) hard cap amounts in effect at any given time.

Employees will pay no premium sharing toward the Option 1 Plan so long as rates remain at or below the state mandated hard cap amounts. If rates exceed the state mandated hard cap amounts, employees will become responsible for and pay all costs in excess of the hard cap amounts.

C. Option 2 Plan. Employees may elect to “buy-up” to their choice of certain optional City group insurance plans by selecting and enrolling in the chosen optional plan and paying at the employee’s own expense the difference between the optional plan premium cost and the corresponding Option 1 Plan (BCBSM or PHP) City premium cost (the “differential cost”). The differential cost may change during the term of this Agreement to reflect changes in premium cost between the Option 1 Plan City premium cost and the chosen optional insurance plan. The choice of Option 2 plans are as follows:

1. BC/BS PPO Plan with a \$0 deductible with \$10.00 office/ \$20 urgent care, \$0 chiropractic co-pay limited to 24 visits per year and \$50 emergency room co-pay and a \$5/\$15/\$40 prescription co-pay, or
2. PHP DPL 15214, RX080396 with a \$0 deductible with \$10 office/\$20 urgent care, \$0 chiropractic co-pay limited to 24 visits per year and \$50 emergency room co-pay and a \$5/\$15/\$40 prescription co-pay.

The employee shall be responsible for the differential cost through payroll deduction.

D. Married Employees. An employee married to another City employee or retiree who is currently enrolled in a City-sponsored health care plan that includes coverage of the employee’s or retiree’s spouse is not eligible for an additional City health care enrollment and will be covered under the spouse’s plan (i.e. double coverage is not permitted). For purposes of this Subsection, City employee or retiree includes all City units or groups and not only bargaining unit member employees.

E. Opt-Out. An employee married to another City employee or retiree who is currently enrolled in a City-sponsored health care plan that includes coverage of the other employee’s spouse or retiree’s spouse is not eligible for an opt-out payment.

F. Reopener: The Parties agree to participate in a healthcare coalition during the term of the agreement, which includes agreement to reopen health insurance for negotiations.

G. The City reserves the right to substitute another carrier for any of the above coverages or both, however, the fundamental provisions of the present coverage will not be changed.

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

The City shall make available an IRS approved plan which allows employees to pay for medical insurance premiums, unreimbursed medical expenses and dependent care costs with pre-tax dollars. The cost of the third party administrator is to be borne by the participants in such a plan, as established at the beginning of the plan year.

2. Healthcare Savings Plan. Employees hired by the City on or after August 1, 2014 shall pay through payroll deduction into a mandatory retiree health savings vehicle with employee contribution of 3% of wages. This contribution is to be into an Internal Revenue Code Section 115 health savings plan upon creation and will be made on a pre-tax basis unless prohibited by law, regulation or Internal Revenue Code (IRC).

3. Vision Insurance - Active Employees.

All active employees shall be covered by the Blue Cross/Blue Shield VSP 12/12/12 Vision Plan. This vision insurance is not dependent upon which health care coverage an employee chooses, and continues even if an employee chooses to opt-out of health care coverage.

4. Dental Insurance - Active Employees.

The Employer shall pay the full premium costs of Delta Dental Plan C coverage for each employee. Plan C provides 50% of treatment costs on Class I and Class II Benefits, with an \$800.00 maximum per person per insurance contract year. Effective July 1, 2003, the yearly maximum for Class I and Class II Benefits will increase to twelve hundred dollars (\$1,200) per year for active employees. Coverage under the plan is afforded to the subscriber (employee) and the subscriber's dependents.

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

Class II Benefits include: Prosthodontics Services.

Effective July 1, 1988, active employees and their covered dependents will also be provided orthodontic coverage for 50% of treatment costs, with a \$1,000.00 lifetime maximum per person. Effective July 1, 2003, the lifetime maximum for orthodontic coverage shall increase to three thousand dollars (\$3,000) per person.

Alternative dental coverage through Midwestern Dental will be offered to employees in the first regular open enrollment following ratification of the 2001 agreement.

SECTION 2. Opt-out Program.

- A. Pursuant to the City Procedure for waiver of medical insurance and election of cash payment, except as modified herein, members of the bargaining unit currently enrolled in a City medical insurance plan will be allowed to opt out of the City's health care plan, at

times provided by the City, provided the employee submits proof of coverage from another source other than a City provided medical insurance plan,

- B. Re-enrollment. Re-enrollment in one of the City's medical insurance plans will only be permitted at the time of the City's open enrollment which is at least one (1) year from the initial date of the opt out with the following exception: In the event the bargaining unit member loses his/her alternative coverage and provides written documentation of loss of such coverage, re-enrollment in one of the City's medical insurance plans will be permitted and the effective date of coverage will be as soon as allowable by the applicable insurance vendor.
- C. Payment. When one (1) to seven (7) active employees elect to opt out of the City's health care plan in a plan year, they will be eligible to receive up to fifteen hundred dollars (\$1500) in any year in which they receive coverage from another source. When eight (8) or more active employees elect to opt out of the City's health care plan in a plan year, they will be eligible to receive up to twenty-five hundred dollars (\$2,500) in any plan year in which they receive coverage from another source. Such payment shall not be considered in the calculation of the employee's final average compensation. In addition such payments shall be made twice a year, by separate check, following the period of time the employee had alternate coverage from another source other than a City provided medical insurance plan,.
- D. An employee married to another City employee or retiree who is currently enrolled in a City-sponsored health care plan that includes coverage of the other employee's spouse or retiree's spouse is not eligible for an opt-out payment.

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

- 1. The City will provide to retired members of the bargaining unit hired prior to July 15, 2010 with fifteen (15) years of credited service, and to members of the bargaining unit on a duty disability retirement or any employee regardless of date of hire who are required to retire due to mandatory retirement age, the group health 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.

2. The City will provide to retired members of the bargaining unit hired on or after July 15, 2010 with twenty five (25) years of credited service, and to members of the bargaining unit on a duty disability retirement, the group health insurance coverage provided to active bargaining unit members or coverage with benefits equivalent to those provided to the employee at the time of retirement. Employee purchase of two (2) years of military service credit is permitted to be included toward the requirement of twenty-five (25) years of credited service. It is understood that the group health 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.
 3. Employees hired by the City on or after August 1, 2014 and who qualify as eligible retirees will receive retiree-only health insurance that does not include the retiree's spouse or dependents coverage.
- B. Retirees retiring after the ratification date of the 2015 – 2019 collective bargaining agreement (October 12, 2015):
- 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.
- C. At age 65, the City will provide Medigap coverage. Retirees eligible for Medicare must, at age 65 or whatever age the retiree is eligible for Medicare, apply for Medicare coverage and commence coverage under the Medigap coverage. The City will continue to assume the cost of the Medigap supplement. The plan is available for each employee's review. In the event of any conflict between the terms of the plan and any underlying insurance policy, in any summary including, but not limited to any employee benefit summary, the terms of the plan or insurance policy will control.
- D. If any insurance plan is or becomes no longer available, the City may substitute an equivalent insurance coverage of its choosing.
- E. Any and all retiree payments to be made under the provisions of this Section 3 shall be made by the City directly through pension payment deduction.
- F. Vision Insurance. Effective July 20, 2004, retirees who retire on or after ratification of the 2001 agreement by both parties shall be covered by the Blue Cross/Blue Shield A-80 FLVS Vision Plan, which shall replace the A-80 Vision Plan. This retiree vision insurance (BC/BS A-80 FLVS) is not dependent upon which health care coverage an employee chooses.

- G. Dental Insurance – Retirees on or after October 1, 2001. The City will provide to members of the bargaining unit who retire on or after October 1, 2001 the dental insurance plan under which they were covered at the time of their retirement. Effective July 1, 2003, members of the bargaining unit who retire on or after October 1, 2001 shall be eligible for changes to the yearly maximum Class I and Class II Benefits and lifetime maximum for orthodontics coverage that becomes effective for active employees July 1, 2003. The City shall be entitled to select a different insurance company or different carrier or to make any other appropriate changes, provided that in so doing the City still obtains for the covered employees equivalent insurance benefits and coverage.

For purposes of the above paragraph, a member who on October 1, 2001 had ten (10) or more years of credited service with the department shall be deemed “retired” as of the date he or she received retirement benefits or a deferred retirement allowance under Article 21 of this agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this agreement. For purposes of the above paragraph a member who on October 1, 2001 had less than ten (10) years of credited service with the department shall be deemed “retired” as of the date he or she receives retirement benefits or a deferred retirement allowance under Article 21 of this agreement and Chapter 16 of the 1955 Charter of the City of Lansing, as amended and incorporated in this agreement, provided that such members who elect or accept non-duty disability retirement or who receive a deferred retirement allowance pursuant to the referenced provisions shall receive the same insurance benefits provided to active bargaining unit members if and only if, at the time they leave active service to the City, they have fifteen (15) years or more of credited service with the department.

ARTICLE 15

GROUP LIFE INSURANCE

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

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

The coverage to be made available shall be:

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

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

ARTICLE 16

SICK LEAVE

SECTION 1. Sick Leave With Pay. During the period of absence from work due to illness, injury or pregnancy, an employee will be paid from sick leave credit. Sick leave may also be charged in case of serious illness in the employee's immediate family which, in the opinion of the attending physician, requires the presence of the employee. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home.

An employee who expects to be off work on sick leave must notify the Police Chief, or designated representative, as promptly as is practicable under the circumstances, but in any event, prior to the start of any scheduled shift. Failure to do so shall result in denial of a claim against accrued sick leave credits.

A physician's certificate may be required by the Police Chief or designated representative before the employee returns to duty. Where a physician's certificate has been requested and an employee is examined by the City's physician, the cost of the requested exam will be borne by the City. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid time off, and it shall be submitted to the Police Chief or designated representative on the date of an employee's return from any absence chargeable to sick leave. Falsification of any sick leave affidavit may be cause for discharge.

SECTION 2. Sick Leave Credit. Sick leave credit will not be allowed in advance of being earned. If an employee does not have sufficient sick leave credits, payroll deductions for the time lost shall be made for the period in which such absence occurred. Employees shall be credited with one (1) day of sick leave upon completion of each calendar month.

SECTION 3. Sick Leave Recording. Sick leave credit shall be recorded to the nearest half day.

SECTION 4. Time Off, With Pay Credit. Employees covered hereby shall receive twelve (12) days of sick leave each year.

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

SECTION 6. Sick Leave Donation. Whenever an officer has exhausted all of his/her sick leave, any other member of the bargaining unit may make a written request to donate sick time from the member's sick leave balance to the sick officer. The City shall not actively oppose the request and shall facilitate any member's request, consistent with applicable law, provided a final determination has not been made of a permanent disability, and subject to the other provisions of this Agreement and the City's Ordinances and Charter.

Sick leave donated by a bargaining unit member shall not affect the donating member's sick leave reimbursement benefit available under Section 9 of Article 16. Individual bargaining unit members may not donate sick days greater than the number of sick days for which that employee is eligible to receive in a calendar year.

SECTION 7. Sick Leave Bank.

The City shall establish a bargaining unit sick leave bank to be used by employees who have exhausted their own sick leave bank and all other accrued time which the employee could access, in the following manner. Upon retirement, any member of the Supervisory bargaining unit may donate accumulated sick leave hours, up to the limit set forth below, to the bargaining unit sick leave bank.

Should the bargaining unit sick leave bank become exhausted, any member of the bargaining unit may donate sick leave time from their personal sick leave bank to the bargaining unit's sick leave bank. In the event that a determination is made of permanent disability, the other provisions of this Agreement and the City's Ordinance and Charter shall take effect. Deductions of sick leave credit under this section shall not affect benefits conferred by Article 16, Section 7.

The following criteria shall apply to the sick leave bank:

The total accumulation of time in the sick leave bank shall be limited to a maximum of 2,000 hours.

A member may apply to use sick bank time after all accumulated time available to the member has been exhausted (for example, accumulated sick leave, accumulated vacation time, accumulated compensatory time, etc.).

The member must be on sick leave.

The member shall make a written application for use of the sick bank time to the City and to the Capitol City Labor Program Inc. (“Union”).

The City will review the application to make a determination in the City’s sole discretion as to whether or not the reason for the request constitutes a serious illness or injury. Such determination will be made based upon the application by the member and any medical evidence provided by the member or available to the City.

The City will then forward its recommendation to the Union for a determination that the illness or injury is catastrophic. This determination will be made at the sole discretion of the Union.

The Board of Directors of the Union or the Executive Committee of the Union will need to make a final determination in its sole discretion as to the approval or disapproval of the request.

In making this determination the Union will be guided by, but not limited to the following:

- A catastrophe is defined as a momentous tragic event ranging from extreme misfortune to utter overthrow or ruin.
- Further, that catastrophic injury or illness usually occurs suddenly and without warning.
- Injuries that are considered catastrophic, due to the enormous impact they have on the lives of individuals who experience them, include the following: brain injury, spinal cord injury, accidental amputation, severe burns, multiple fractures, or other neurological disorders.
- A catastrophic injury or illness very often causes severe disruption to the central nervous system, which in turn affects many other systems of the body.
- In addition to possible loss of movement, sensation, and communicative and cognitive abilities, the injury or illness may impact respiration, circulation, skin, the urinary system, the gastrointestinal system, and other body systems.
- Management of such injury or illness is complex and requires the expertise of a team of health professionals including physicians, consultants, nurses, therapists and counselors.
- Clearly, the long term needs of someone who has experienced this type of injury or illness far surpass those of individuals with less severe injuries.
- Individuals may recover from some catastrophic injuries if they receive proper, early medical treatment; however, others may experience permanent disability, significant suffering, a reduced life span or death.

The Union will review the records and other documents provided by the City and the member.

It is the intent of the parties that the use of the sick bank time will be limited to those cases of illness and injury which are serious and catastrophic and in which the member has exhausted all time available to the member which would continue income.

The amount of sick leave bank time awarded shall be at the sole discretion of the Union up to a maximum individual benefit of 2,080 hours.

This is a non-grievable issue.

SECTION 8. Sick Leave Donations Across Bargaining Units

Whenever an employee shall have exhausted all of his/her sick leave, vacation leave and compensatory time, the Union may make a written request to have its members and members of other City bargaining units and personnel groups donate sick time or vacation time to a bargaining unit employee. All such requests shall be approved subject to the following conditions:

- A. Total received donations shall be limited to sixty (60) work days restricted to employees who have a non-occupational illness or injury.
- B. If a determination is made of permanent disability, the other provisions of this agreement and the City's ordinance and Charter shall take effect.
- C. Members of this bargaining unit may donate sick leave, vacation leave or compensatory time to members of other bargaining units and personnel groups, provided that all requirements and conditions of the applicable collective bargaining agreement have been met by the proposed recipient.
- D. Nothing in this Section 8 shall alter or amend any provision of this Agreement or City ordinance pertaining to permanent disability or its determination or effect.

SECTION 9. Sick Leave Reimbursement. Officers who have accumulated sixty (60) days of sick leave shall have the option at the end of the calendar year to receive reimbursement for four (4) unused sick days subject to the following conditions. If the officer did not use a sick day during that year he/she may be reimbursed for up to four (4) days. If an employee uses one (1) sick leave day he/she shall be eligible for three (3) days' reimbursement. If an employee uses two (2) sick leave days he/she shall be eligible for two (2) days' reimbursement. If an employee uses three (3) sick leave days he/she shall be eligible for one (1) day reimbursement. If the officer has twenty (20) or more years of seniority, he/she may request reimbursement for up to five (5) days of sick leave subject to the same plan as above.

The request for sick leave reimbursement shall be made by the employee not later than January 15 each year. The City shall make such payment by March 1 each year.

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

SECTION 10. Return From Duty Disability and Duty Disability Retirement. When an employee is on duty disability retirement, receives a sick leave pay-off at the time duty disability retirement benefits become effective, and subsequently returns to the employee's previous employment position on a full-time basis, the employee will again be entitled to accumulate one (1) sick day per month. If the employee again retires or dies, accumulated sick leave shall be compensated for

in accordance with the terms of the agreement that was in effect at the date of the retirement or death minus the number of accumulated sick leave days that the employee previously received payment for, when the employee went on the duty disability retirement. However, if desired, the employee may re-establish the amount of accumulated sick leave that the employee received compensation for at the time of duty disability retirement by reimbursing the City for each sick leave day at the rate in effect at the date of return. The decision to re-establish accumulated sick leave must be made within thirty (30) days after the employee returns to full-time employment and the reimbursement must be made in a single lump sum payment within six (6) months after the employee returns to full-time employment.

SECTION 11. Humanitarian Clause. Should an employee covered by this agreement become physically or mentally handicapped to the extent that the employee cannot perform his/her regular job, the City will make every reasonable effort to place the employee in a position within City employment that the employee is physically and mentally able to perform, subject to the City's legal or contractual obligations to other City employees.

ARTICLE 17

LEAVES OF ABSENCE, PERSONAL BUSINESS LEAVE - UNION DUTIES

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

SECTION 2. Military Leave. Employees who are inducted in the armed forces of the United States of America under the Selective Service Act of 1940, as amended, shall be entitled to a Military Leave of Absence without pay for the period of service required by such original period of induction. Upon their honorable discharge and if physically fit to perform the duties of the positions which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing all requirements are adhered to according to the Charter of the City of Lansing, Michigan.

SECTION 3. Military Reserve Leave. Employees who are members with active status of an armed forces reserve unit shall at their request, be granted a Military Reserve Leave of Absence for such time as is required to engage in an annual reserve training program, but not to exceed fourteen (14) calendar day per year [i.e., eighty (80) work hours and thirty-two (32) leave hours]. Such employees shall be paid the difference between their regular straight time earnings and the amount received from the military for a period not to exceed fourteen (14) days in any calendar year. Any such leave in excess of fourteen (14) calendar days per calendar year shall be charged against an employee's vacation leave. Requests to the Police Chief and to the City's Human Resources Director for Military Reserve Leave of Absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become

active members of an Armed Forces Reserve Unit must give written notification to the Police Chief.

SECTION 4. Personal Business Leave.

- A. General. Employees may be granted a personal business leave of absence without pay in cases of exceptional need such as: settlement of an estate; serious illness or disability of an employee or member of the employee's family; pregnancy or maternity; and temporary termination of work which will not adversely affect the operations of the Police Department. All such personal business leaves of absence shall be subject to whatever documentary evidence the Police Chief and Human Resources Director may require and shall be granted for periods not longer than ninety (90) days unless extensions are approved at the discretion of the Police Chief and Human Resources Director. Retirement service credit will not accrue while on any unpaid personal leave of absence.
- B. Non-Duty Disability Leave. Disability, restricted duty and/or absence from employment due to non-duty disability including pregnancy or childbirth (including complication arising there from), shall be subject to the following terms. A disabled employee, subject to the appropriate medical documentation, may request a leave of absence or restricted (light) duty within the police department, as applicable. Requests for leave under these circumstances may be granted if the temporary leave of absence from work will not adversely affect the operations of the police department, and for incremental periods not longer than ninety (90) days. Extensions of leave must be requested and will be subject to the same standards and prerequisites. No disability leave (including those due to pregnancy, childbirth, or related complications) shall be approved for periods exceeding one (1) year. Requests for restricted duty will be reviewed on a case by case basis, with the understanding that the department may reasonably determine the availability of restricted duty work and the employee's capability to perform available work.
- C. Parental Leave. Employees who become parents through birth or adoption, subject to the appropriate documentation, may request a parental leave. Requests for such leave may be granted if the temporary termination of work will not adversely affect the operations of the police department, and for incremental periods not longer than ninety (90) days. Extensions of leave must be requested and will be subject to the same standards and prerequisites. In any event, parental leaves will not be approved for periods exceeding one (1) year, nor shall they be approved to continue beyond one (1) year from the date of the applicable child's birth or adoption. Where more than one (1) City employee is eligible to apply for the leave benefits described in this article, and both are parents to the same child(ren) to be cared for during the requested leave, the employees are eligible to request parental leave during separate, not simultaneous, periods, subject to the overall one (1) year restrictions noted above.
- D. Leave Benefits. An employee on either non-duty disability leave or parental leave shall be carried on the City's health and dental insurance policies for the initial ninety (90) days of such leave. If the employee seeks to have such benefits continued beyond the initial

ninety (90) day period, the employee will be responsible for the cost of such coverage and will comply with the City's procedure for paying for the continuation of these benefits, or risk that the benefits will be discontinued until the next open enrollment period. All other benefits will be applied consistent with City policies on unpaid leaves of absence.

- E. Return From Leave. Upon return from a personal leave of absence, including a non-duty disability leave or parental leave, an employee will be placed upon the shift where the department assesses the highest need exists for the remainder of a shift selection period. The employee may participate in the shift selection process for the shift period which begins on or after the date of the employee's return to work, consistent with the employee's seniority and the terms of this agreement.

SECTION 5. Union Duties. The employer will grant leaves of absence with pay to Union members of the bargaining unit of the Capitol City Labor Program Inc. for the following functions:

- A. One (1) employee for two (2) days to attend a union related national conference or seminar every other calendar year. CCLP must approve such conference or seminar.
- B. Two (2) employees for three (3) days to attend a union related conference or seminar in state each calendar year.
- C. The Supervisory Division President shall accrue four (4) hours per week of paid time off to attend to Union affairs, beginning six (6) months before the expiration of an agreement and continuing for a total one (1) year period; at all other times, the Division President shall accrue paid time off of no more than two (2) hours per week. In lieu of taking time off, personally, the President of the Lansing Supervisory Division may designate the division's Vice-President or Trustees to take the time off in any given week in his/her stead.
- D. The time off for the Lansing Supervisory Division's President as stated in paragraph "C" above may be accumulated to not more than thirty-two (32) hours.
- E. The President of the Lansing Supervisory Division will be assigned to a normal eight (8) hour shift, between 0600 and 1800 hours, Monday through Friday, starting no less than 90 days prior to the expiration of the current agreement and continuing until a newly negotiated agreement is ratified. If the parties fail to negotiate a new agreement, the President's day schedule shall include the period of negotiations and the period between the filing of a petition for Act 312 arbitration and the final hearing date of such arbitration.
- F. The Union will reasonably attempt to notify the Chief of Police or designated representative in advance before the time off set forth in paragraphs "A" through "C" above shall be taken.

ARTICLE 18

BEREAVEMENT TIME

Upon the death of any member of an officer's immediate family or the death of a member of his/her spouse's immediate family, the officer shall be granted absence with leave, if scheduled to work, through the second day following the funeral, however, such time shall not exceed five (5) consecutive calendar days. The officer's immediate family shall consist of spouse, children, father, mother, brother and sister, grandparents, grandparents-in-law, grandchildren, 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 and sister.

Upon the death of any member of an officer's or spouse's family not listed above, the officer shall be granted one (1) day absence with leave. Additional time off may be granted for extenuating circumstances by the Chief of Police.

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

ARTICLE 19

MISCELLANEOUS

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

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed give only if the employee makes the change on the form available at the Personnel Office and returns such form there, duly completed.

In the case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.) notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to " Director of Human Resources, City of Lansing, 124 W. Michigan Avenue, 8th Floor, Lansing, Michigan 48933."

The City shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for his/her failure to receive notice which arises from his/her not following the procedures above.

SECTION 2. Bulletin Boards. The City shall provide for bulletin boards of the Union in an area acceptable to the Police Chief. The bulletin boards will be for Union notices and information. These bulletin boards, or anything posted thereon, will not be disturbed by an official of the City

of Lansing, provided that the conditions set forth herein are complied with. The board shall be used only for the following notices.

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

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

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

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

SECTION 4. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 5. Special Meetings.

- A. The employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. Special meetings, apart from the grievance procedure, may also be arranged by either party to discuss other matters the moving party considers important. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and reason(s) for requesting the meeting. Such meetings shall be arranged by mutual agreement between the Union/Division President/Designee and the City's Labor Relations Administrator. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting

continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

- B. The Union representatives may meet at a place designated by the employer, on the employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.
- C. Employee representatives of the Union at special meetings will be paid by the employer for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.
- D. The Union President or in his/her absence the next assistant in line shall be given written notice in advance of any anticipated major change in working conditions, and a good faith conference shall be held thereon before it is placed in effect. If after the discussion the Union still believes the desired change or new rule, regulation, policy or procedure or past practice to be in violation of this Agreement, the Union shall have the right to submit said dispute to the grievance procedure contained in this Agreement.

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

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

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

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

SECTION 9. Clothing. Eligible personnel will receive a clothing allowance folded into their bi-weekly paychecks equal to 4% of base wage effective the pay period beginning or immediately following July 16, 2015. Eligible personnel shall include all Captains; Lieutenants assigned to the Special Operations, Technical Services, Human Resources, or Central Records Sections, or the Internal Affairs Unit; and Sergeants assigned to the Investigative Units, the Special Operations or Technical Services Sections, the Internal Affairs Unit, or the Human Resources Training Sergeant position.

SECTION 10. Legal Coverage. Whenever any claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his/her authority and while in the course of his/her employment, the City will pay for, or engage, or

furnish the services of an attorney to advise the officer as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action or damages caused by the employee while in the course of his/her employment, the City will indemnify the officer or will pay, settle or compromise the judgment. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

SECTION 11. Uniform Maintenance. The City shall provide total cleaning and maintenance of all uniforms.

SECTION 12. Clothing Maintenance. The City will provide cleaning service for officers in plain clothes assignments for those plain clothes worn in place of a uniform, limited to suits, sports jackets, slacks, ties, dress shirts, blouses, skirts and dresses. Use of this service shall be subject to review to ensure its reasonableness. Only clothes worn on duty and mentioned above shall be eligible for cleaning under this Section.

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

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

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

SECTION 15. Parking. The City shall provide employees covered by this Agreement with thirty (30) free or total fees required parking spaces within three (3) City blocks of the police station. In the event a new police building (station) is built, the City shall provide free parking on the premises of any new building.

In the event the City adopts the concept of mini-stations (precincts), free parking shall be provided at each mini-station for the employees covered by this Agreement.

SECTION 16. Residency. The City of Lansing will not require any member of this bargaining unit to be a resident of the City of Lansing as a condition of continued employment without negotiating such requirement with the Capitol City Labor Program Inc., to the extent required by controlling state law, including a final appellate court decision.

SECTION 17. Residency Incentive. In the event that the City provides a residency incentive such as the L-HOPE program to its employees, members of the bargaining unit are eligible to participate in such program(s).

SECTION 18. Vehicles. Each member of the bargaining unit who has the rank of Captain shall be assigned an unmarked City vehicle during off duty hours, to be maintained at the City's expense.

SECTION 19. Shift Assignments. Every four (4) months members of the bargaining unit who are assigned to the Uniform Patrol Division may make application for a shift in the same division.

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

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

SECTION 20. Deferred Compensation Plan. The City shall provide an IRS Deferred Compensation Plan approved by the City Council to bargaining unit members, under the following terms and conditions.

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

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

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

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

SECTION 21. Educational Reimbursement. Full-time seniority employees will be reimbursed for tuition fees for approved college level course work, and Lansing Community College adult educational courses, if applicable, in accordance with the following provisions:

- A. Class attendance and homework assignments must be completed on the employee's own time and not during work hours.

- B. Employees must be full-time on active employment rolls at the beginning of the course, during the course, and at the completion of the course.
- C. Course work must be taken through an accredited college or institution, and must be job related. It is the understanding of the parties that the term "job related" will also encompass course work taken by the employee in order to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the bargaining unit.
- D. Seminars and workshops and other training sessions which do not provide credit are excluded.
- E. Employees must satisfactorily meet academic requirements: "C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work.
- F. Reimbursement per employee is limited to two hundred dollars (\$200.00) per fiscal year for tuition expenses for approved courses which end in that fiscal year. In no instance will a refund exceed the employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources (i.e., scholarships, GI bill, etc.) Fees and payments for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded. Total reimbursement for Union employees is limited to fourteen hundred (\$1,400.00) dollars for the fiscal year. If applications for reimbursement exceed this maximum amount, reimbursement shall be on a first come, first served basis, in accordance with the date on which the application was received by the Human Resources Department.

SECTION 22. Non-Discrimination. The City will not discriminate against any employee because of membership in the Union. The City and the Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's or other person's race, creed, color, sex, political affiliation, age, religion, national origin or other statutorily protected status. The City shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis.

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

If the parties are unable to resolve problems due to alleged discriminatory action, affected employees will be responsible to pursue procedures available through federal, state or municipal

law on an individual basis, and the unresolved problem shall not be subject to the formal grievance procedure established in the contract.

SECTION 23. Workers' Compensation. Pursuant to Michigan law, the City will provide, at its sole expense, workers' compensation coverage for each employee covered by this agreement, rather than the former practice of providing "like benefits." In addition, employees who are receiving workers' compensation benefits as a result of an injury or illness arising out of their employment with the City of Lansing, shall be paid a wage offset of the difference between the payments to which the employee is entitled under the state law and his/her regular weekly, after-tax, net take home earnings in the rank held at the time he/she most recently commenced receiving workers' compensation benefits. During any "waiting period" required by the Workers' Compensation Act, employees shall be paid their normal weekly net take home earnings, and shall not be required to use their sick time. Employees on workers' compensation shall be covered by health and life insurance, and shall accrue other benefits (including pension service credit, sick leave, vacation leave, longevity and seniority) as if they had remained on active duty. No net economic benefits shall be reduced or modified pursuant to this provision.

SECTION 24. Safety. The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The City shall adopt policies and procedures and shall furnish protective devices and/or equipment that are reasonably necessary to properly safeguard the health of the employees and protect them from injury.

SECTION 25. Police Officer Certification. Effective upon ratification the employer will directly pay, on behalf of employees of this bargaining unit, for license(s) and/or certifications(s) fees required by law or by any federal, state, or local agency that are directly related to the employment duties of bargaining unit members. The employer will provide or pay for any mandatory training required by law or by any federal, state, or local agency in order to maintain such license(s) or certifications(s), provided such training is approved and authorized in advance by the Chief of Police or his/her designee. This provision does not apply to motor vehicle operator's license.

ARTICLE 20

PROMOTIONS

SECTION 1. Promotions to Positions Inside the Bargaining Unit. Permanent vacancies shall be filled by promotions within thirty (30) calendar days after the effective date of the permanent vacancy, except that if promotions to Captain are to be approved by the Police Board, such approval shall be made either within thirty (30) days of said effective date, or at the first scheduled meeting of the Police Board, whichever is later. This provision shall not be applied to require an increase in the number of positions in any rank. 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% maximum weight - 93 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% maximum weight - 5 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.

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.

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.

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

Effective Upon Ratification of the 1989-92 Agreement:

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

disability retirees from this bargaining unit on the date of ratification of this agreement shall also be covered by this provision.

Effective January 1, 1990:

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

(a) Upon a 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.

(b) Effective for all pay periods following the Internal Revenue Service approval of employee contributions being made with pre-tax dollars, the contributions of a member of the retirement system shall be 6.00% of the compensation paid by the City. The Director of Finance or other officer responsible for making up the payroll shall cause the applicable contribution to be deducted from the compensation to each member on each payroll, from the date the required increase in contribution for the employee's continuation in the system commences and shall continue through the remainder of the employee's tenure.

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

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

Effective August 1, 1999:

Upon a 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.

SECTION 2. Age and Service Eligibility

- A. Employees hired prior to August 1, 2014. Age and service credits requirements for retirement eligibility for members of the bargaining unit hired prior to August 1, 2014 shall be governed by and as provided in Section 1 of this Article 21.
- B. Employees hired on or after August 1, 2014. All members of the bargaining unit hired on or after August 1, 2014 who have 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 filing thereof, he/she desires to be retired. Upon verification by the department that said employee has a total of twenty-five (25) years or more credited service and has attained the age of fifty (50) years he/she shall be retired on the date specified.

SECTION 3. Limitation on Pension Payments on or after July 16, 2015

Effective July 16, 2015

For members of the bargaining unit that retire on or after July 16, 2015, the annual straight life pension benefit shall not exceed 115% of base wage nor eighty percent (80%) of final average compensation. For example, if an employee's base wage is \$60,000 per year, the annual straight life pension benefit may not exceed \$69,000 ($\$60,000 \times 115\% = \$69,000$).

Effective July 15, 2019.

For members that retire on or after July 15, 2019, the annual straight life pension benefit shall not exceed 110% of base wage nor eighty percent (80%) of final average compensation.

As used in this Section 3, "Base Wage" is defined as the annual base salary as provided in the salary schedule without additions covering the member and in effect on the date of the members separation from City service.

SECTION 4. Members Pension Contribution

- A. The employee's contribution to the retirement system of members hired before August 1, 2014 shall continue to be 9.52% of the compensation paid by the City.
- B. The employee's contribution of members hired on or after August 1, 2014 to the retirement system shall be 7% of the members compensation paid by the City.
- C. Commencing the first full pay period after August 1, 2014, the City shall cause the applicable contribution to be deducted from the compensation to each member on each payroll through the remainder of the employee's tenure.

SECTION 5. Retirement Allowance Election

- A. A member within thirty (30) days prior to retirement may select one of the following four survivor election options by making election on a form agreed upon by the Union and the City. At any time prior to retirement, a member may select one of the following four survivor election options by making election on a form provided by the City.
 - 1. Option 1: Under this option, the member at retirement receives the full retirement allowance, and upon the member's death, the member's spouse shall receive 50% of the member's full retirement allowance until the member's spouse's death.

2. Option 2: Under this option, the member at retirement receives 93% of the full retirement allowance, and upon the member's death, the member's spouse shall receive 75% of the member's full retirement allowance until the member's spouse's death.
3. Option 3: Under this option, the member at retirement receives 86% of the full retirement allowance and, upon the member's death, the member's spouse shall receive 86% of the member's full retirement allowance until the member's spouse's death.
4. Option 4: Non-spousal Beneficiary. A member may select a reduced pension naming a parent, brother, sister, child or grandchild as beneficiary. The reduced pension shall be actuarially determined based on the age of the employee and the beneficiary at the time of retirement, and shall not be actuarially more costly than option 1. Under this option, the member must have spousal agreement prior to selection. Regardless of the indicated beneficiary, retiree health care shall be passed on only to the member's spouse at the time of retirement.

B. "Full Retirement Allowance," as used herein, shall mean the full regular payment to which a member is entitled under Section 19 of Chapter 16 of the 1955 Charter of the City of Lansing, except as otherwise amended or superseded by agreement of the Union and the City of Lansing.

SECTION 6. Post-Retirement Benefit Adjustments. Periodic adjustments will be made to the retiree's pension benefits in accordance with ordinance 927, January 22, 1996.

SECTION 7. Purchase of Military Service Credit. Upon ratification of this agreement by both parties, members of the bargaining unit shall be eligible to receive retirement service credit for periods of time in the active armed (military) service of the United States, up to a maximum of two (2) years as if the employee had served the City during that period, provided: (1) the employee shall submit a written election to receive military service retirement credit for all or part of the period of military service; (2) the employee requesting military service credit shall pay the costs of the actuarial evaluation of the cost of adding such military service to his/her retirement service credit; (3) the employee shall be responsible for the entire cost of adding such military service to his/her retirement service credit, and shall be eligible to request an actuarial costing of his/her military service credit. The employee electing to exercise the right to receive military credit shall make such election in writing and make full payment for the cost of such service credit no later than sixty (60) days following receipt of the actuarial cost information. Actuarial services shall be performed by the actuary of the Police and Fire Retirement System of the City of Lansing, and costs determined by said actuary shall be considered final and binding upon the City, the 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 calculated 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 FOR EMPLOYEES WHO RETIRE ON OR AFTER JULY 1, 2005:

Disability Retirement:

Employees who receive a duty disability retirement on or after July 1, 2005 must convert from a Duty Disability Retirement to a regular full retirement immediately upon the date the employee reaches their eligibility for regular full retirement.

Universal Purchase of Service Credit:

Members of the Police & Fire Retirement System shall be eligible to purchase up to five (5) years of service credit for retirement provided: 1.) the employee shall submit a written request to purchase time to the City Finance Director and the Police & Fire Retirement Board. 2.) the employee requesting to purchase service credits shall pay the costs of the actuarial evaluation of the cost of adding such universal time to his/her retirement service credit. The employee electing to exercise the right to purchase service 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 and the employee. 3.) retirement medical benefits shall not be provided during purchased service credit time. The purchase of service credit shall not accelerate the member's eligibility for retiree health care. Members will be eligible for retiree health care benefits after vesting at the member's true twenty-fifth (25th) anniversary date or age fifty-five (55). The purchase of time under this provision does not count toward the vesting of retiree health care.

Death in the Line of Duty Benefit to Survivors:

If a member dies in the line of duty as determined by the Police and Fire Retirement Board, the following benefits shall apply:

- A. Accumulated contributions - upon the death of a member in the line of duty, his/her accumulated contributions to the Police and Fire Retirement System shall be paid to such

person as he/she shall have nominated by written designation. If there is no such person having been designated, the accumulated contributions shall be paid to his/her legal representative.

- B. Surviving spouse retirement allowance - the surviving spouse will receive the highest retirement allowance of either (1.) 80% of the member's final average compensation or (2.) 80% of the top paid base salary for the rank held at the time of the member's death. The surviving spouse's benefit will not decrease and is subject to *all applicable pension calculation* increases with no reductions for surviving spousal benefits. There will be no reduction in benefit if the surviving spouse remarries.
- C. Non-spousal benefit to surviving children - in the event there is no surviving spouse and the deceased member leaves an unmarried dependant child or children under the age of twenty-one (21), *the children shall share* a retirement allowance of either (1.) 80% of the member's final average compensation or (2.) 80% of the top paid base salary for the rank held at the time of the member's death. Such benefit will continue until the child's twenty-first (21st) birthday, at which time the benefit will terminate. Any remaining dependant children will equally divide the remaining retirement allowance until *the final* dependant child reaches the age of twenty-one (21).
- D. If the deceased member does not leave a surviving spouse or children eligible to receive a retirement allowance, there shall be paid to a dependant father or dependant mother, to have been dependant upon the member for at least fifty percent (50%) of their financial support *and had been claimed as a dependant on the deceased member's most recent federal tax return*, a retirement allowance of either (1.) 80% of the member's final average compensation or (2.) 80% of the top paid base salary for the rank held at the time of the member's death. Upon the death of the dependant parent the retirement allowance will terminate.

Final Average Compensation – Calculation of Benefit Effective for All Members Who Retire On or After July 1, 2005:

A member's Final Average Compensation calculation shall be based on the following: base salary, overtime (including holiday overtime), clothing allowance, compensatory time buy-back (up to a maximum of 160 hours, provided that it is earned in the same 24 months an employee's FAC is based on), gun allowance, longevity, retroactive pay (pro-rated by effective date), shift premium, sick leave reimbursement (buy-back).

ARTICLE 22

GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is a claimed violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

SECTION 2. Steps of the Grievance Procedure. A grievance which challenges a disciplinary suspension or discharge shall be initially filed, in writing, at Step 3, within five (5) days after the discipline became grievable. All other grievances shall be filed within ten (10) days and processed as provided for below.

An employee at any time may present a grievance to his/her immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's representative has been given opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his/her first line supervisor to discuss the grievance. If the issue is unresolved, the employee, on his/her own time, may contact his/her representative who, on his/her own time, shall reduce the grievance to writing, on a form provided by the City and then present it according to the following procedure and to all of the rules for grievance processing of Section 3, of this Article.

Step 1. A representative shall present the written grievance to the Chief of Police, or designated representative, within ten (10) work days after circumstances giving rise to the grievance were known or should have been known by the employee. During the same time period, a copy of the grievance shall be forwarded to the Department of Human Resources Director or his/her designated representative by the Chief of Police. One or the other of these parties shall write the City's answer on the form and return it to the Union representative within twenty (20) days of receipt.

Step 2. (Optional) Either party may initiate a special conference to discuss a grievance following Step 1, pursuant to Article 19, Section 5. Such a conference shall be scheduled prior to the expiration of the forty-five (45) day period referred to in Step 3, and shall not delay the arbitration hearing, if sought.

Step 3. A grievance involving a written reprimand shall be exempt from Step 3, Arbitration. Instead, a grievance involving a written reprimand shall be submitted to binding mediation/arbitration. A grievance involving suspensions and/or contract interpretations may be submitted to binding mediation/arbitration provided the City and the Union agree to said process. The parties shall mutually agree upon a mediator. The mediator's decision shall be binding on the City, the Union, and any employee covered by this agreement. The mediator shall render his/her decision according to the same criteria listed below for an Arbitrator.

Unresolved grievances, other than those involving a written reprimand, may be submitted to arbitration by the Union. Arbitration may be invoked by the Union by filing a notice with the Labor Relations Administrator, within forty-five (45) calendar days of the date of receipt of the answer in Step 1. In the event such written notice is not served, the matter shall be considered settled on the basis of the written disposition made in the last step of the grievance procedure, and shall not be eligible for further appeal to arbitration.

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

In the event that the parties do not have a current local panel of arbitrators, the Union may file a written demand for arbitration with the Federal Mediation and Conciliation Service at the same time it files its notice with the City. If an arbitrator is selected by this method, the arbitrator will be selected within sixty (60) days of the date the arbitration is demanded unless it is mutually agreed to extend the deadline. The parties will attempt to schedule arbitration within one hundred twenty (120) days of the selection of an arbitrator.

At the hearing, the parties may present arguments and proofs pertaining to the statement of the question, as well as the merits. The arbitrator shall render his/her decision according to the following:

- A. The arbitrator shall answer, in writing, within thirty (30) days after the hearing or thirty (30) days after the submission of any briefs, only the question submitted or the question selected, in accordance with the interpretation and application of the Agreement.
- B. The arbitrator shall not add to, subtract from or modify this Agreement.
- C. The arbitrator is prohibited from rendering any decision which is contrary to public policy.
- D. Once the question has been submitted to the arbitrator, either party may withdraw the case from the arbitrator at the withdrawing party's expense.
- E. The fees and expenses incurred by the arbitrator shall be paid equally by the parties to this Agreement, with the exception of Paragraph 4 above.
- F. The arbitrator shall hold a hearing unless the parties agree otherwise, at which both sides shall be given the opportunity to present any and all evidence they may have concerning said grievance. The arbitrator shall, at the close of the testimony, decide whether or not he/she wants the question submitted in written brief form.
- G. If both parties waive a hearing, the issue may be submitted to an arbitrator by written brief.

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

SECTION 3. Rules of Grievance Processing.

- A. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their required duties.

The employees and/or Union representative shall suffer no loss of pay for reasonable time spent in conferring about and presenting the grievance or grievances (excluding outside conferences, such as with legal counsel) at Steps 1 and 2 of the grievance procedure established in this Article. Prior to using duty time to discuss and/or present a grievance, however, the grievant or Union representative, if either or both are on duty, must request and receive permission from his/her duty supervisor to be temporarily absent from the employee's duty assignment for the purpose of performing these functions. Such permission shall not be unreasonably denied.

It is further understood and agreed that when there is a single grievance that involves more than one (1) employee, or when there are multiple grievances that involve essentially identical factual situations, the time spent in conferring about and presenting the grievance(s) shall be limited to the time that would be paid for if there had been a single grievance and a single grievant.

- B. No grievance shall be valid for more than ten (10) days prior to the date the grievance was first filed in Step 1 of the grievance procedure.
- C. Management representatives shall date and sign the grievance indicating receipt thereof.
- D. When a management representative returns the form with his/her answer on it, the Union representative shall date and sign the grievance indicating receipt thereof.
- E. A grievance not appealed by the Union to the next higher step within the time limit shall be deemed permanently denied.
- F. A grievance not answered by the City within the time limit provided shall be automatically advanced to the next step of the grievance procedure; advancement to arbitration shall still require written notice to the City.
- G. For the purposes of the grievance procedure as set forth in this Article, the words "day" and "workday" are defined synonymously, to include weekdays only (Monday through Friday), and to exclude, in addition to weekend days (Saturday and Sunday), the following: holidays authorized by this Agreement; the day on which a grievance is returned to the Union by the City, the day on which a grievance is received from the Union and days when City offices are closed.

- H. The parties, in recognition of the costs of arbitration and other related legal hearings, agree that all disputes shall be resolved in a cost efficient and expeditious manner.
- I. The Union and the City, promptly after execution of this Agreement, shall agree upon a current local panel of local arbitrators who are acceptable to the parties.

ARTICLE 23

OTHER AGREEMENTS AND ORGANIZATIONS

The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provisions hereof, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this union.

ARTICLE 24

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).
- 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.
- 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 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:

Assignments to all special units (i.e. other than patrol) shall be for a minimum of two (2) years and 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.

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.

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.

ARTICLE 25

SHIFT AND PRECINCT ASSIGNMENTS

The following procedure will be implemented and is agreeable to the Lansing Police Department and the Capitol City Labor Program Inc., Supervisory Division, regarding the shift and precinct assignment (selection) of supervisors assigned to any division, bureau, or unit that operates by shifts:

- A. Shift and precinct selection shall be based on seniority in rank as defined in Article 6, "Seniority", Section 1, "Definitions".
- B. Management shall prepare and circulate the form for the shift and precinct assignment.
- C. The affected time periods shall begin the first cycle after the date of contract ratification by both parties.
- D. Precinct selection shall be made and posted prior to shift selections being made and shall commence the first Saturday in September for the period of the first Saturday in September through the first Friday the following September.

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

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

- G. The number of personnel assigned per platoon is at the discretion of management.

ARTICLE 26

DISCIPLINARY ACTION, DISCHARGE, SUSPENSION

Only the Chief of Police or his/her sworn designee may discipline an employee for just cause. Disciplinary action may range from written reprimand through discharge, depending upon the nature of the employee's offense, the circumstances under which and the manner in which it was committed, and the employee's record during the immediately preceding two (2) years.

At the time disciplinary action is taken against an employee, the representative of the City shall give to the employee a written and signed statement of the nature of the employee's offense, of its date and time, of the penalty assessed, and of the date and time the penalty becomes effective. The City's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employee's representative, or, in the representative's absence, another union representative, giving him/her a copy of the disciplinary action statement.

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 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.

ARTICLE 28

ANTI-NEPOTISM POLICY

SECTION 1. The Lansing Police Department retains the right to refuse to assign or transfer a person to a position within the same division, unit or work group, wherein his/her relationship to another employee applies under the following conditions:

- A. Creates a supervisor/subordinate relationship with a family member; and
- B. In the determination of the Chief of Police or Chief's designee, creates an adverse impact on work performance; or

C. In the determination of the Chief of Police or Chief's designee creates either an actual conflict of interest or the appearance of a conflict of interest.

SECTION 2. In the event the condition or relationship described in Section 1 is created or exists for officers already in the same division, unit or work group and if the employees involved cannot or will not make a decision, the Chief of Police or the Chief's designee will decide in his/her sole discretion who will remain within the current assignment, unit or work group, and who will be relocated by transfer or reassignment of duties.

For purposes of this policy, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, and "family member" means an employee related to another employee by blood or marriage who is a spouse, child, parent, sibling, or first cousin, aunt, uncle, grandparent or grandchild. "Family members" also include the relationships created by marriage, commonly known as "step" relationships, and relationships created by adoption.

Removal of a non-supervisory employee from an assignment pursuant to this article will be viewed as a "forced" removal and any existing vacation selection of the employee will remain standing as approved.

ARTICLE 29

DRUG & ALCOHOL TESTING

Random, on-duty testing will be performed by the City's contracted testing provider, currently Sparrow Occupational Health. The following tests will be performed:

- Urine Drug Screen (6 Panel)
 - Cocaine Metabolites
 - Amphetamines (Class)
 - Barbiturates
 - Marijuana Metabolite
 - Opiates
 - Phencyclidine (PCP)

- Breath Test
 - Alcohol

Employees will be allowed one opportunity to participate in rehabilitation, providing the employee asks for assistance prior to taking the drug test. Participating in rehabilitation and/or

asking for assistance does not relieve the employee of the consequences of misconduct charges sustained after investigation and in accordance with LPD Procedure 300-13 "Discipline of Personnel" but that the employee's voluntarily coming forward will not, in and of itself, trigger an investigation.

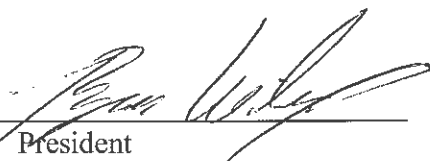
ARTICLE 30


TERM OF THIS AGREEMENT

SECTION 1. General Term of Agreement. Except as specifically set forth below, this Agreement shall be effective July 16, 2015 and shall continue in full force and effect until 11:59 p.m., July 15, 2019, 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.


IN WITNESS WHEREOF, the parties have set their hands this 10th day of May, 2017:

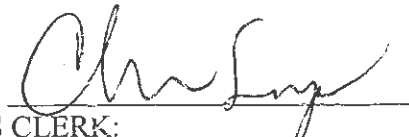
FOR THE UNION:

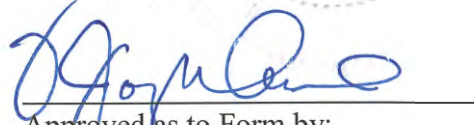
BY 
ITS: President

BY 
ITS: EXECUTIVE DIRECTOR
Capitol City Labor Program Inc.

FOR THE CITY
BY ITS MAYOR:


Mayor Virg Bernero

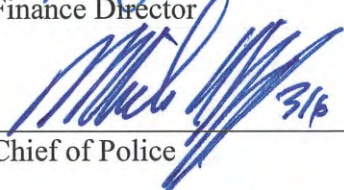
BY 
ITS CLERK:
Chris Swope


Approved as to Form by:
C.D. City Attorney



I hereby certify funds have been appropriated by:

Finance Director



Chief of Police



Director of Human Resources

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, 2015: (2.50%)

July 16, 2016: (2.50%)

July 16, 2017: (3.00%)

July 16, 2018: (2.50%)

Salary Schedule Step Report Effective on or after July 16, 2016

Schedule: FOPS FOP SUPERVISORY
Amount Expressed As Hourly Amount

Effective Date: 7/23/2016 - 12/31/2050

Range: CAPTN FOP SUP CAPTAIN

<u>Step</u>	<u>Step Description</u>	<u>Index Key Value</u>	<u>Amount</u>	<u>Bi-Weekly</u>	<u>Annual</u>	<u>Overtime @ 1.52</u>
01	STEP 01	FOPS/CAPTN/01	41.55545	3,324.43600	86,435.33600	63.16428
02	STEP 02	FOPS/CAPTN/02	42.11220	3,368.97600	87,593.37600	64.01054
03	STEP 03	FOPS/CAPTN/03	43.26181	3,460.94480	89,984.56480	65.75795

Range: LIEUT FOP SUP LIEUTENANT

<u>Step</u>	<u>Step Description</u>	<u>Index Key Value</u>	<u>Amount</u>	<u>Bi-Weekly</u>	<u>Annual</u>	<u>Overtime @ 1.52</u>
01	STEP 01	FOPS/LIEUT/01	37.59851	3,007.88080	78,204.90080	57.14974
02	STEP 02	FOPS/LIEUT/02	38.62714	3,090.17120	80,344.45120	58.71325
03	STEP 03	FOPS/LIEUT/03	39.34106	3,147.28480	81,829.40480	59.79841

Range: SGT FOP SUP SERGEANT

<u>Step</u>	<u>Step Description</u>	<u>Index Key Value</u>	<u>Amount</u>	<u>Bi-Weekly</u>	<u>Annual</u>	<u>Overtime @ 1.52</u>
01	STEP 01	FOPS/SGT/01	33.68973	2,695.17840	70,074.63840	51.20839
02	STEP 02	FOPS/SGT/02	34.73040	2,778.43200	72,239.23200	52.79021
03	STEP 03	FOPS/SGT/03	35.75901	2,860.72080	74,378.74080	54.35370

APPENDIX B

DOCUMENTS REGARDING UNION NAME CHANGE

WILSON, LETT & KERBAWY, PLC
ATTORNEYS AND COUNSELORS AT LAW
5195 JET DRIVE, SUITE B
LANSING, MICHIGAN 48911
(517) 372-9936

STEVEN T. LETT
RICHARD A. KERBAWY

FAX (517) 853-3028
RUSSEL A. LAWLER
1910-1983
R. DAVID WILSON
1943-2004

January 25, 2016

Ms. Sue Graham, HR
City of Lansing
City Hall - 4th Floor
124 W. Michigan Ave.
Lansing, MI 48933

RE: Name Change of Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc.

Dear Ms. Graham:

Please be advised that Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc., has officially changed its name to "Capitol City Labor Program, Inc." I am enclosing a copy of the Articles of Incorporation and the certificate of the filing endorsement from the Michigan Department of Licensing and Regulatory Affairs showing the name change effective as of January 15, 2016. I am also enclosing a copy of the letter which the Union has sent to MERC notifying them of the change of name. I am also enclosing a list identifying the unit or units that have current contracts with you along with the contract page identifying the unit.

At this time I would request that you place this correspondence and documentation with the contracts that you have with the Union so that you have the proper notification of the current name for the contract.

Also please notify your finance department to change the name on the check for remittance of union dues to "Capitol City Labor Program, Inc."

Should you have any questions, do not hesitate to contact myself or Executive Director Krug.

Sincerely yours,

WILSON, LETT & KERBAWY, PLC


Steven T. Lett

STL:las

Enclosure

RECEIVED

JAN 28 2016

**DEPT. OF HUMAN RESOURCES
CITY OF LANSING**

AGREEMENT

This Agreement is entered into between the City of Lansing, Michigan, hereinafter referred to as the "City", and the FOP Supervisory Division of Capitol City Lodge No. 141 of the Fraternal Order of Police Labor Program, Inc. (hereinafter referred to as the "Supervisory Unit"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

ARTICLE 1

RECOGNITION OF THE SUPERVISORY UNIT

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947 as amended, the City hereby grants sole and exclusive recognition to the Supervisory Unit for the purpose of collective bargaining for all employees covered by the bargaining unit described below:

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

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Lansing Code and any modifications made thereto, and any resolution passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

CAPITOL CITY LABOR PROGRAM, INC.

ID NUMBER: 763072

received by facsimile transmission on January 15, 2016 is hereby endorsed.

Filed on January 15, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 15th day of January, 2016.

Julia Dale

**Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name Wilson Lett & Kerhawy PLC	EFFECTIVE DATE:
Address 5195 Jet Dr.	
City State ZIP Code Lansing, MI 48911	

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 182, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Capitol City Lodge #141, Fraternal Order of Police Labor Program, Inc.	
2. The identification number assigned by the Bureau is:	763-072

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:
The name of the corporation shall be: Capitol City Labor Program, Inc.

Article II of the Articles of Incorporation is hereby amended to read as follows: see attached Article II

ARTICLE 2

PURPOSE

The purposes for which this Corporation has been organized are as follows:

1. Assist in and promote the formation of collective bargaining divisions and units engaged in law enforcement, 911 Emergency Communications, Support Services and other law related services.
2. Act as collective bargaining agent for units or divisions and their members.
3. Engage in collective bargaining, mediation, and arbitration, if necessary, for the purpose of improving wages, hours and other terms and conditions of work to advance the rights and promote the security of members.
4. Receive, manage, invest, expend and otherwise use monies and property of this Corporation to achieve the objective set forth in the Constitution and By-Laws of the Corporation.
5. Provide, maintain, manage and operate a principal office, to furnish services to all units, divisions, individuals, groups or bodies as required to further the aims and purposes of the Corporation.
6. Unite, represent, defend and promote the interest of all members who are eligible under the Constitution and By-Laws of the Corporation.
7. Cooperate, deal and interchange ideas with other organizations interested in promoting the efficiency, professionalism and well being of its members. 09-17-91

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 16th day of December, 2015 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- members or shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the members, shareholders, or their proxies having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members, shareholders, or their proxies is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members, shareholders, or their proxies entitled to vote in accordance with Section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(3) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations	
Signed this <u>15th</u> day of <u>January</u> , <u>2016</u>	
By <u>Brad St. Aubin</u> <small>(Signature of an officer)</small>	
<u>Brad St. Aubin, Chairperson</u> <small>(Type or Print Name)</small>	<u>Chairman</u> <small>(Type or Print Title)</small>

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January 25, 2016

Ms. Ruthanne Okun, Director
Bureau of Employment Relations
Cadillac Place
3026 W. Grand Boulevard, Suite 2-750
P.O. Box 02988
Detroit, MI 48202-2988

RE: Name Change of Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc.

Dear Ms. Okun:

This letter is to advise the commission that Capitol City Lodge #141 Fraternal Order of Police Labor Program, Inc., has officially changed its name to "Capitol City Labor Program, Inc." I am enclosing with this letter Articles of Incorporation for this Union showing the history of the names from its inception to the latest name change to "Capitol City Labor Program, Inc."

This name change was necessitated by the State Lodge of the Fraternal Order of Police revoking its permission for us to use the name or insignia of the Fraternal Order of Police.

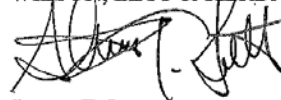
Please note that the state identification number assigned by the Michigan Corporation Division is 763072 and has remained consistent from the date of inception to today. The only thing that is changing as a result of this is the name of the Union. No contracts are being changed other than the Union notifying the various employers that we have changed our name.

Ms. Ruthanne Okun
January 25, 2016
Page 2

I have attached a list of all of the bargaining units and government employers that we represent and would request at this time that you note on your records and the certifications the change of the name to reflect our new name. If there are any questions, please do not hesitate to contact me directly. I would also request that the Commission acknowledge receipt of this letter and the processing of the name change for the various units.

Sincerely yours,

WILSON, LETT & KERBAWY, PLC

A handwritten signature in black ink, appearing to read "Steven T. Lett", written over the printed name below.

Steven T. Lett

STL:las

Enclosure