

**AGREEMENT**

**BETWEEN THE**

**CITY OF EAST LANSING, MICHIGAN**

**AND THE**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Effective September 6, 2017 to June 30, 2019

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## **AGREEMENT**

This Agreement is entered into between the City of East Lansing, Michigan, hereinafter referred to as the "City", and the Police Officers Association of Michigan (POAM), hereinafter referred to as the "Union"; representing its affiliate, the East Lansing Police Officers Association, hereinafter referred to as the "Local Association". 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. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

### **ARTICLE I** **RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Act of the State of Michigan of 1947, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement and other conditions of employment for the term of this Agreement and for all regular full-time sworn employees of the Police Department of the City of East Lansing whose positions are classified as Police Officer and Jail Service Officer. All other employees in this department are excluded from recognition in this bargaining unit.

### **ARTICLE II** **MANAGEMENT RIGHTS**

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter, the East Lansing Code and any modifications made thereto and any resolutions passed by the City elected officials. further, all rights which are ordinarily vested 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 subcontract 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 workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit municipal employees other than Police Department employees to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services and is determined to be an emergency; (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 to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods and cleanup times, the starting and quitting times, 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 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 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 and Union hereby agree and recognize that the delivery of essential public safety service in the most efficient, effective and courteous manner is of paramount importance. The City shall have the right to cancel all leaves, vacations, pass days, holidays and any other paid or unpaid leaves of absence or days off in the event of a declared emergency as defined in Webster's New Collegiate Dictionary in the City. If the officer reporting to work under this provision is entitled to be compensated at overtime rates, nothing contained in this section shall limit or restrict such overtime compensation.

### **ARTICLE III** **PUBLIC SECURITY**

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause, whatsoever, 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. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the City.

**ARTICLE IV**  
**UNION MEMBERSHIP**

4.1: Check-Off. The City shall collect Union Dues on a monthly basis from all employees within the bargaining unit who are members of the Union and who have executed the following authorization for check off of dues form:

**CHECK OFF AUTHORIZATION FORM**  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**  
**CITY OF EAST LANSING, MICHIGAN**

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of 1% of top base rate per month as prescribed by POAM. The amount deducted shall be paid to the Treasurer of the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239 according to the agreement reached between the City and the Union.

<hr/>	<hr/>	<hr/>	<hr/>
(PRINT) Rank	Last Name	First Name	Middle Initial

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Signature

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Date Deduction Should Start

---

Address

---

City/State

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Date

The City shall deduct from the first pay of each month the authorized Union dues for such month and promptly remit the same to the Treasurer of the POAM. The City shall be free from any liability by reason thereof to those employees whose dues are so deducted. Monthly dues shall be deducted by the City only on receipt of the properly executed payroll deduction authorization form of the type shown above. The City shall continue to deduct monthly Union dues at the rate in force on the date of signing this Agreement until officially notified of a change by the POAM Treasurer who is the sole authorized representative of the POAM for the purpose of certifying the amount of such change.

4.2: Union Security. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Eligible employees hired or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, within 31 days after being hired or transferred, to become members of the Union, or pay to the Union each month a service charge in an amount equal to the cost of collective bargaining and contract administration, the amount of which fee shall be certified to the City prior to the collection of such fee by the City.

As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union, or pay a representation fee to the Union which shall be less than one hundred percent (100%) of the regular monthly dues paid by Union members, and which sum shall accurately represent the amount from said employees due the Union as their fair share costs attributable to negotiating and administering 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 amount of Union activities.

Should this contract provision be held by a Court of competent jurisdiction to be invalid, illegal or unconstitutional, the Union and/or its members shall indemnify and save the City harmless against and from any and all claims, demands or suits or other forms of liability that may arise out of or by reason of action by the City for the purpose of complying with this Article.

#### 4.3 Jail Service Officers and Union Membership, Effective 7/1/2016

Each employee, who is, or becomes, a member of the Union, or a service fee payer, may sign an authorization for dues or service fee deduction. Such a deduction may be revoked at any time. Any authorization, or revocation thereof, shall become effective the payroll following the pay period in which it was received.

Upon written notice to the Employer and Union, an employee shall have the right to opt out of union membership, as allowed by law.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Deductions shall be remitted to the Union and sent to 27056 Joy Rd., Redford, MI. 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or Union.

If there is an increase or decrease in union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement by the Union.

The Employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

**ARTICLE V**  
**LOCAL BARGAINING COMMITTEE**

5.1: The bargaining committee of the local association will include not more than three (3) employees of the East Lansing Police Department and may include not more than two (2) non-employee representatives. The Association will furnish the City Manager with a written list of the Union's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

5.2: Employees of this bargaining unit who are members of the local association bargaining committee and who are scheduled for duty time at the same time a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to, but not exceeding, one hour before the bargaining session begins and after the bargaining session ends. No officer will be given additional compensation or compensatory time for time spent in bargaining sessions.

**ARTICLE VI**  
**PROBATIONARY PERIOD**

When a new police officer is hired into the bargaining unit, he or she shall be considered as a probationary employee for the first twelve (12) months after being sworn into service. Employees on probation shall be evaluated every three (3) months. The evaluation shall be in writing and completed by a supervisor. The supervisor has the option of consulting with employees in the unit as to the probationary police officer's work performance.

An employee is presumed to have terminated his or her probationary period and obtained full-time police officer status at the end of twelve (12) months, after being sworn into service, unless the City notifies him or her to the contrary, after which the City may provide a six (6) month extension of the probationary period. However, after an employee attains regular, full-time employment, the employee may not be dismissed without written notice to the employee setting forth the specific reasons for dismissal and if the employee and the Union believe the termination is unjustified, a special meeting may be called to review the action. If the City and the Union reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the provisions of this contract.

A new jail service officer hired into the bargaining unit shall have a twelve (12) month probationary period and shall be evaluated every one (1) month while on probation. The evaluation shall be in writing and completed by the supervisor.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure.



## **ARTICLE VII**

### **SENIORITY**

7.1: Definitions. Seniority shall be defined as the length of service as a police officer or as a jail service officer in the department. In the event two or more police officers are sworn in on the same day, or in the event two or more jail service officers are hired on the same day, the date of their respective applications shall control with respect to seniority. There shall be no seniority among probationary employees; however, after an employee completes his or her probationary period(s), his or her seniority will be retroactive to his or her date of last hire.

7.2: Seniority Lists. Management shall maintain a roster of employees arranged according to seniority showing name, position and date of hire and once each year, upon request of the local association, shall furnish a copy of the list to the local association. Management shall also post the seniority list no later than thirty (30) days following the execution of this Agreement. Any grievance with respect to the seniority list must be filed within thirty (30) days from the date of posting.

7.3: Loss of Seniority. An employee shall lose his or her status as an employee and his or her seniority if:

- A. He or she resigns or quits.
- B. He or she is discharged with just cause and not reinstated.
- C. He or she retires.
- D. He or she is convicted of a felony, which is defined as any criminal offense carrying a maximum penalty of more than one year.
- E. He or she has been on layoff for a period of time equal to his or her seniority at the time of layoff or two (2) years, whichever is lesser.
- F. He or she 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 City except when the failure to notify and absence from work is due to circumstances beyond the control of the employee.

## **ARTICLE VIII**

### **LAYOFF AND RECALL**

8.1: Definition. Layoff shall mean the separation of employees from active work force due to lack of work or funds, or to abolishment of positions because of changes in organization.

8.2: Order of Layoffs. If and when it becomes necessary to reduce the number of employees in the work force, the City shall call a special meeting with the Union as provided in Article XX. Employees shall be laid off in inverse seniority order, based on capability of performing available jobs, and they shall be recalled in the same order.

8.3: Demotion in Lieu of Layoff. An employee subject to layoff, who so requests may, in lieu of layoff, be demoted by seniority to a lower position in the bargaining unit, provided that he or she is qualified for the position to which he or she seeks demotion.

8.4: Notice of Layoff. Employees to be laid off for lack of funds shall be given three (3) weeks prior notice. Employees laid off for other reasons shall be given two (2) weeks prior notice.

8.5: Recall from Layoff.

- A. Employees to be recalled from layoff shall be given a maximum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Employees who decline recall or who, in the absence of extenuating circumstances satisfactory to the Police Chief, fail to respond as directed within the time allowed shall be presumed to have resigned, and their names shall be removed from the seniority list.

8.6: Restoration to Positions From Which Demoted. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given ten (10) calendar days in which to accept.

## **ARTICLE IX**

### **WORKING HOURS AND OVERTIME COMPENSATION**

9.1: Work Days and Hours. Employees covered hereby are required to be on duty a minimum of eight (8), ten (10) or twelve (12) hours during each scheduled duty day, excepting as excused by management.

Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hercof.

Determination of the starting time of daily, weekly, and monthly work schedules shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such reasonable overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees are expected to return to duty when requested by the Police Chief or the City Manager. Employees covered hereby shall be entitled to a one-half hour paid lunch period for each scheduled duty day. During the lunch period, officers will remain in radio service.

9.2: Overtime Compensation. Overtime is defined as work performed by an officer in excess of eight (8), ten (10) or twelve (12) hours per duty day when authorized by the department head. Officers authorized to work in excess of eight (8), ten (10), or twelve (12) hours per duty day shall be paid time and one-half for all hours worked over eight (8), ten (10), or twelve (12) hours. If the overtime worked is ten (10) minutes or less beyond the regular shift the employee

shall not be compensated for same. Employees covered by this Agreement are expected to report at the start of the shift in uniform, having completed all pre-duty preparations and ready to commence their tour of duty.

- A. If an officer is called back to duty or is subpoenaed into court, or has to go to court in order to validate a complaint/warrant, he or she shall be paid (if off duty) at a rate of time and one-half his or her hourly wage, with a minimum of two (2) hours payment at overtime rates.

Police officers not on their regular shift but required to go to court or a liquor control commission hearing in the Tri-County area (Ingham, Eaton, and Clinton Counties), with the exception of courts within the East Lansing or Lansing City limits, will be provided one half hour pay at applicable pay rate for travel time from the Department to the Court. Pay for court appearances outside the Tri-County area will be based on actual travel time. Actual court time must exceed two (2) hours in order to be eligible for the one-half (½) hour travel time payment.

New hire officers called to Court by their previous employers will not receive court time compensation from the City. They also are not subject to discipline by the City for their participation or non-participation in said activities.

- B. If training is canceled with less than five (5) days notice, the officer is to return to his or her regular shift. If on afternoons or midnights, the officer will receive two (2) hours call back pay.
- C. Training day costs are \$12.00 per day for travel, parking and food for training outside the City limits or any location in the City where expenses are incurred, exclusive of firing range training at Michigan State University.
- D. Anytime a police officer is subpoenaed back from vacation by a prosecuting agency to appear in Court, he/she will be paid triple time for a minimum of four hours. The employee will be paid at the normal overtime rate for any time spent in Court in excess of four hours. The definition of a vacation for this purpose is defined as a minimum of 5 consecutive days off, at least one of which must be leave other than a pass day, which has been granted and approved through the police administration (ELPD Policy 40-07). A leave request form must be on file, and the date of the vacation approval must be prior to the date the subpoena was issued to receive triple time. Third party subpoenas for civil action are not subject to vacation overtime.

Time and one-half shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearance, License Appeal Board hearings, and Liquor Control Commission hearings and District Court civil infraction hearings) which occur beyond the employee's normal shift. The employee shall keep (and any such sum so retained shall not be included in his or her overtime compensation paid hereunder) any mileage allowance received in connection with these types of proceedings.

In the event an officer is subpoenaed to Court, he or she will appear at court and not be ordered to stand by. The officer then will be compensated at the appropriate overtime rate of pay.

- E. Officers in special training shall receive overtime compensation if the training exceeds eight (8) hours, exclusive of a lunch and/or dinner period.

9.3: Scheduling. A shift schedule shall be posted once every thirty (30) days indicating the normal workday for every member of the bargaining unit. (Said schedule shall be posted at least five (5) days prior to its effective date).

The City must give five (5) days notice before changing an employee's posted shift schedule. Any hours worked as a result of the failure to comply with this five (5) day notice requirement shall be compensated at the rate of time and one-half.

It is agreed that the department will schedule normal shifts on weekends. It is understood that this does not guarantee that the employee will not be required to work his or her weekend off but if same should occur it is agreed that the employee will receive overtime rate for the time so worked.

Normal shift shall mean the appropriate shift coverage in light of the circumstance confronting the City.

The City and the Union acknowledge that they have discussed at length the concept of arranging schedules so that officers so desiring can have two (2) weekends off per month, and the City acknowledges that it will strive to do so within the resources and manpower available to it. Given the uncertainties in future events, the City cannot make a legally enforceable commitment to such weekend schedules. In the event problems occur with scheduling, either party may invoke the proper notice the special meetings clause of this contract in an effort to resolve same.

Employees may request days off up to the 15th of the month preceding the month in which they would like the time off.

Rotation of shifts is as follows:

- A. Officers will bid on shifts by seniority.
- B. The Department maintains the decision on how many officers will be assigned each shift.



- C. Probationary employees will be assigned to whatever shift the Department decides appropriate.
- D. K-9 officers will bid different shifts by seniority. This will affect only members of this bargaining unit.
- E. Officers shall bid for shift as stated above, with the Chief having the ability to move an officer, for valid reasons, prior to which the move is to be discussed with the Union in a special meeting. This moving of an officer shall be limited to making changes each quarter, and the changes may not affect more than four officers total. In the event the Chief wishes to move an officer to another shift, the opening made on this shift that the officer was taken from shall be then offered to the officers assigned to the shift that the officer moved was placed. If no volunteer is found the least senior officer on this shift can then be bumped to fill the vacancy on the other shift. (This scenario listed above would be considered to have affected two officers of the four allowed.) In making an officer move from their chosen shift the department will consider information from the officer as to the hardship that it poses them financially and with their personal home lives, being reasonable in the decision to move the officer.
- F. Nothing in this section shall prevent the parties from entering into agreement on new shift arrangements during the term of the agreement.

9.4 President Assigned to Day Shift. The local association president may choose to be assigned to the day shift with first choice that of the president, and second choice that of the vice president. If neither chooses to be assigned to days they will make themselves available for meetings with reasonable notice. The Union President may select an alternate to work the day shift as long as the alternate is an officer of the Union. This process shall be outside the normal bid shift procedure. There will be no overtime compensation for attending meetings outside the shift.

9.5: Pyramiding. Pyramiding for overtime and callback time provisions shall not be duplicated for the same hours as heretofore provided.

9.6: Special Weekend Events. To the extent additional officers are deemed necessary on weekends or holidays for special events and/or football games, such personnel shall be summoned to duty on a call-in basis and shall be paid a minimum of four (4) hours overtime pay.

There will be a voluntary sign up list for overtime assignments for non-supervisory police officers. The department will keep a record of overtime worked. There will be a sincere effort to equalize overtime; however, if an officer is missed for an overtime assignment, he or she will not have access to the grievance procedure but will be granted the next available

overtime assignment. Additionally, the City agrees an officer will not work more than sixteen (16) consecutive hours except because of an emergency.

9.7: Acting Pay. On those occasions when no supervisory officer is on duty, the senior police officer on that particular shift will receive a \$50 payment for assuming the duties of a supervisory officer for up to four (4) hours and a \$100 payment for assuming the duties of a supervisor officer for more than four (4) hours, with a maximum payment of \$100 for any one (1) shift. Such acting rank premium is not to be taken into account with respect to the computation of overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by this collective bargaining agreement.

9.8: Part-time Jail Service Officers. The City shall not be limited as to the use of part-time jail service officers. All part-time employees shall be afforded pro-rated benefits except the employees will not be entitled to insurance (except legally required insurance such as workers' compensation).

9.9: 12 Hour Shifts. Patrol officers will be assigned to a 12 hour work day, keeping with the following conditions:

Work Days. Number - Patrol Officers will work 14 twelve hour days in a 28 day period for an average of a 42 hour work week or an average of an 84 hour pay period. The officer will be financially compensated for 80 hours and will earn 6 hours of "blue" time per pay period. Blue time will be banked and used as by the employee to either take an extra day off, a partial day off or it can be used for the remaining portion of a training day. A "platoon" system will not be used. Pass days will be scheduled using the procedure outlined in the current contract.

Blue Time. Each police officer in the POAM will have the capacity to earn "Blue Time" which will be kept in a separate bank, with a maximum accumulation of 120 hours. For those assigned to the patrol division working 12 hour shifts, (84 hour pay period) compensation will be in the form of 80 hours financial compensation at the regular pay rate, and 4 hours of blue time per pay period. (Blue time is earned at time and a half thus this equals 6 hours) Blue time automatically earned as a result of working 12 hour shifts will not be added to the accumulative overtime list, which is used for consideration in assigning additional overtime. Police officers in other assignments shall have the option of earning blue time. When overtime is earned, the employee will determine whether the compensation will be in the form of money or blue time. Blue time will be earned at the same rate as overtime: 1 hour worked = 1-1/2 hours of compensation. Blue time can only accumulate to a maximum of 120 hours in the bank. Beyond this, non patrol employees will not have the option to accumulate more blue time, and must choose to be compensated for overtime financially. Patrol employees (who earn 6 hours of blue time automatically each check) will be asked to keep their blue time from accumulating to the maximum of 120 hours, unless that officer's retirement has been announced and is pending within 45 days. Patrol employees who exceed an accumulation of 108 hours of blue time will agree to schedule themselves for time off, expending blue time, so as not to accumulate so much blue time that more cannot be earned as regular compensation. Additionally, employees agree to

reduce their blue time bank to 84 hours or less at the time of retirement or separation of employment. Employees will not be compensated for any hours over 84 at the time of retirement or separation of employment and therefore must coordinate the use of blue time hours as their retirement date approaches to ensure that they do not exceed that limit. The payout for blue time at a time other than retirement does not apply to an employee's final average compensation.

Leave Time, Sick Time. Vacation, holiday, personal leave and sick time shall be earned, based on an 8 hour day. The rate, at which this time is earned, shall not change with the implementation of 12 hour shifts. The rate at which this time is expended shall be calculated by the hour; thus when a full day of time is used, 12 hours shall be subtracted from an employee's appropriate leave bank. Maximum accumulated hours in vacation, holiday, personal leave and sick leave time bank shall not change as a result of this agreement.

Holidays. When a 12 hour employee works a holiday, the employee shall receive pay at time and one-half his or her holiday for all hours worked on the holiday. The employee shall receive double time for the time worked beyond 12 hours. The employee shall be compensated with 12 hours of holiday time for working a full work day on a holiday. If an employee chooses to take a holiday off, 8 hours of holiday time will be earned, as specified in the current contract. If this holiday is not a pass day, 12 hours will be deducted from the appropriate time bank.

Training Days. The scheduling of training days will be handled in a manner consistent with our current procedure. An 8 hour training day will be considered to be part of a 12 hour shift. After meeting the requirements of an assigned training day, which will be considered to be 8 hours, the employee shall expend the remainder of the 12 hour day in "blue" time rather than working the remainder of the shift after the training is completed. Permission from the employee's supervisor is required to deviate from this agreement, to remain on such rather than expending blue time. If the training is for 5 calendar days or greater, the employee will be compensated at a rate of 40 hours for the week (8 hours per day), plus overtime for all time worked over and above an 8 hour day. The employee will then schedule the remainder of the 28 day period with an appropriate combination of duty time and blue time to ensure an 84 hour pay period. In the above if blue time in the employee's bank is not sufficient, time will be expended from the employee's vacation, holiday or personal leave accounts. Because scenarios related to training exist which cannot possibly be foreseen, the City and the union agree to meet and discuss problems in a timely manner, with a spirit of mutual cooperation.

Shift Hours. There will be two shifts. The day shift will be 6:30 a.m. to 6:30 p.m. The night shift will be 6:30 p.m. to 6:30 a.m. Shift bids will be handled as stated in the current bargaining agreement. This section shall not impede the management right to schedule officers as outlined in the current POAM bargaining agreement.

9.10: Jail: 10 Hour Shifts. Jail service personnel will be assigned to a ten hour work day, keeping with the following conditions:

1. Overtime Compensation. Overtime is defined as work performed by a jail service officer in excess of ten hours per duty day, rather than eight hours per day, as defined in the current bargaining unit contract. All other applicable definitions and restrictions regarding overtime as described in the contract shall remain the same.

2. Pass Days - Number. Full-time jail service personnel shall earn pass days at the rate of 6 pass days every 14 days, equating to a 40 hour work week. Part-time jail service personnel shall earn pass days at the rate of 8 or more pass days every 14 days, equating to a 35 hour work week. It is understood that under "normal circumstances," a part-time JSO will not be working an average of a 35 hour work week and that scheduling a part-time JSO will for an average of a 35 hour work week shall only be done during occasional high volume periods, or when the availability of full-time personnel is limited.

3. Leave Time, Sick Time. Vacation, holiday and personal leave, and sick time shall be earned, based on an 8 hour day. The rate, at which this time is earned, shall not change with the implementation of 10 hour shifts. The rate at which this time is expended shall be calculated by the hour; thus when a full day of time is used, 10 hours shall be subtracted from a jail employees appropriate leave bank. Maximum accumulated hours in each leave time bank shall not change as a result of this agreement.

4. Holidays. When a jail service employee works a holiday, the employee shall receive pay at time and one-half his or her holiday for all hours worked on the holiday. The employee shall receive double time for the time worked beyond 10 hours. The employee shall also be compensated with 10 hours of holiday time for working a full 10 hour work day on a holiday. If an employee chooses to take a holiday off, 8 hours of holiday time will be earned, as specified in the current contract. If this holiday is not a pass day, 10 hours will be deducted from the appropriate time bank.

5. Training Days. Training days will be handled in a manner consistent with our current procedure. An 8 hour training day will be considered to be part of a 10 hour shift. The employee will have the option of expending 2 hours of accumulated time, rather than working the remainder of the shift.

## **ARTICLE X**

### **PASS DAYS**

10.1: Definition. Because police officers and jail service officers are required to work regardless of calendar weekends, including Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as "pass days".

10.2: Number. Employees covered hereby earn pass days each month they are employed by the City. Employees shall earn eight (8) pass days every twenty-eight (28) days for



a total of one hundred four (104) pass days each year. Road patrol officers on 12 hour shifts will earn 14 pass days every 28 days, jail officers on 10 hour shifts will earn 12 pass days for every 28 days.

10.3: Changing. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from their Division Commander, or his or her designated representative. Due consideration of the employees' wishes as well as the needs of the department will be taken into account regarding all such requests.

10.4: Emergencies. Pass days as herein provided which are canceled for emergency purposes shall be considered lost and subject to payment of overtime.

In an emergency situation such as flooding, snowstorms, tornadoes (but not limited to these), an employee of this bargaining unit who is not able to report to work on the employee's regularly scheduled workday shall be charged with a pass day, vacation day, holiday time or personal leave time providing such time has been accumulated to his or her credit.

## **ARTICLE XI** **VACATION LEAVE**

11.1: Procedure. The time at which an employee shall take his or her vacation shall be determined by the department head with due regard to the wishes of the employee and particular regard for the needs of the service. Sufficient advance notice shall be given the department head to allow him or her to establish vacation schedules and to arrange working schedules accordingly.

11.2: Eligibility. All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until he or she has completed six (6) months of service, at which time he or she will be credited with forty (40) work hours.

11.3: Computation of Benefits. For police officers, the maximum amount of vacation earned per year for each regular full-time employee shall be as follows:

<u>Length of Service</u>	<u>Vacation Allowance</u>	<u>Hours Per Year</u>
6 months to 1 year	10 work days	80 work hours
1 year to 2 years	11 work days	88 work hours
2 years to 3 years	12 work days	96 work hours
3 years to 4 years	13 work days	104 work hours
4 years to 5 years	14 work days	112 work hours
5 years to 9 years	18 work days	144 work hours
9 years to 10 years	19 work days	152 work hours
10 years and over	24 work days	192 work hours

For Jail Service Officers, the maximum amount of vacation earned per year for each regular full-time employee shall be as follows:

<u>Length of Service</u>	<u>Days per Year</u>	<u>Hours per Year</u>
Date of Employment through 5 years	10 work days	80 work hours
over 5 years through 10 years	12 work days	96 work hours
over 10 years through 15 years	16 work days	128 work hours
over 15 years through 20 years	21 work days	168 work hours
over 20 years	23 work days	184 work hours

Vacation leave shall be computed from the first full working day of the employee. If a legal holiday falls within the vacation period, an extra day will be given, unless otherwise provided for herein -- the time to be arranged with the department.

In the case of an employee with less than one year full-time service for the City, vacation leave shall be prorated in proportion to his or her length of service.

The amount of vacation leave charged to an employee during his or her leave shall be equal to the number of regularly scheduled days he or she would otherwise have worked during his or her absence on such leave.

Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the preceding year's accumulation. Under certain conditions, special exceptions to this provision may be made by the City Manager.

If an employee leaves the service of the City prior to completing six (6) months of work, he or she shall receive no vacation pay. An employee who has served over six (6) months shall be paid for any unused vacation due at the time he or she leaves the City's service.

## **ARTICLE XII**

### **SICK LEAVE**

12.1: Procedure. Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity.

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or department head at or before the time set for the beginning of the employee's daily duties. Failure to do so shall result in denial of the employee's claim against paid time off.

When absence is for more than one (1) week the employee shall be required to file a physician's certificate, unless the department head has personal knowledge of the employee's sickness or disability.

12.2: All regular full-time employees covered hereby shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month on the job, and it may be used after completion of the first month of service, up to the amount accumulated at the time of illness.

Employees may use sick leave to attend to the needs of a sick child or spouse, or qualifying Other Eligible Individuals (OEI). An employee may use up to 80 hours of sick leave per calendar year for the care of a parent while on an FMLA approved leave of absence. Additionally, an employee may use up to 24 hours per year of sick time for the care of a parent for a non-FMLA event. The employee must then provide written documentation to their supervisor prior to, or after, the use of sick time for record keeping purposes.

Other Eligible Individuals (OEI) must meet the following criteria and must be disclosed to the department/City on an OEI form:

1. The OEI must reside in the same residence as the employee and has done so for the last 18 months, other than as a tenant.
2. The OEI is a child being raised by the employee in their home for the last 6 months or more.

Eligibility for this benefit will terminate for an OEI at the end of the month in which the above criteria is not met. Employees must immediately notify the Department/City of a change in eligibility.

An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

Any employee who has a sick leave occurrence more than eight (8) times in any calendar year (exclusive of sick leave use for a funeral or for sick leave donated to another employee) will either not get paid for the first day of the next occurrence(s) in the year or would use other accumulated leave benefits. For purposes of this section, if the occurrence is for four (4) hours or less, it is not considered an occurrence.

12.3: Computation of Benefits. All eligible employees shall be entitled to sick leave credit of one (1) working day for each completed month of service, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave shall be computed from the employee's first full working day. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he or she would otherwise have worked during his or her absence on such leave. Sick leave credit will not be allowed in advance of being earned.

Any unused portion of earned sick leave becomes accumulative. This accumulation may be carried over from year to year (unlimited accumulation).

No payment is made for unused sick leave upon separation from City employment, except by death or retirement.

12.4: Retirement or Death. Payment shall be made by the City on the death of an employee (to his or her heirs) or an employee's retirement (to the employee) of one-half of all accumulated sick leave, with payment not to exceed one-half of one thousand six hundred (1,600) hours, for a total payout of not more than eight hundred (800) hours of sick leave. Provided, however, that should an employee die in the line of duty, the payment shall be made by the City (to the employee's heirs) of 100% of all accumulated sick leave, for a total payout of not more than fourteen hundred forty (1,440) hours of sick leave. For purposes of this provision the term "die in the line of duty" refers to death resulting from injuries inflicted upon or received by a police officer or jail service officer while he or she is engaged in the service of the City, and

performing police or jail work, during a regularly scheduled or overtime shift. This term shall not include, by way of example only, deaths resulting from injuries received while in route to or from a regularly scheduled or overtime shift. In the event of an in the line of duty death, the City will pay \$12,000 toward the cost of the member's funeral. The worker's compensation payment will be included in this amount.

12.5: Worker's Compensation and Sick Leave. Employees are expected to comply with any City safety rules or regulations. Where appropriate, supervisors will inform employees of special safety guidelines. If any on-the-job injury occurs, or if an unsafe condition exists, it must immediately be reported to the employee's supervisor for appropriate action.

The City, in accordance with State law, provides worker's compensation. An employee who receives compensation under the worker's compensation insurance as provided by the City shall, for the period of time herein prescribed, receive only that portion of his or her regular salary which, together with such compensation, equals his or her regular salary. Such payments by the City shall not be deducted from the employee's accumulated paid leave for the first thirty (30) calendar days on compensation. After the first thirty (30) calendar days on compensation, an amount equal to the difference paid by the City between an employee's worker's compensation and his or her regular salary shall be deducted from the employee's accumulated paid leave. When the amount of the employee's accumulated paid leave has been depleted the City shall no longer pay the difference between worker's compensation and the employee's salary. An employee shall continue to accrue and receive benefits so long as he or she has paid leave benefits available and deductions are being made from said benefits. When this period has lapsed, the employee shall be deemed to be on inactive status and shall not be eligible to accrue or receive benefits other than those stipulated in this article. If an employee is injured on the job and exhausts leave benefits, the City will continue to provide hospitalization insurance at City expense. Any employee covered by the Collective Bargaining Agreement may apply to the Police Chief for an extension of the thirty (30) calendar day period during which payments by the City shall not be deducted from the employee's accumulated paid leave. The Chief shall review the circumstances presented and shall make a recommendation to the City Manager as to whether or not good cause has been shown for extending the above thirty (30) calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendation and such other circumstances as he or she deems appropriate, make a final and binding decision as to whether or not the above thirty (30) calendar day period shall be extended, and if so, the appropriate duration of such extension. Requests for such extensions shall lie within the sole discretion of the Chief and the City Manager, and any determination by the City regarding such requests for extension shall be final and binding on all parties and shall not be subject to the grievance or arbitration provisions of the Collective Bargaining Agreement.

Simultaneous payment with worker's compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours any injury sustained by him or her, it shall be presumed that such injury resulted from his or her own negligence. All cases where negligence on the part of the employee injured is determined or presumed by the department head or City Manager may be



appealed by such an employee to the Board of Appeals consisting of the Mayor Pro-Tem and the City Attorney, and their decision shall be final.

### **ARTICLE XIII**

#### **HOLIDAYS**

The following are designated by the City as holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

When a holiday falls on 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 so 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. However, holidays shall occur on the actual date of same for personnel that are on rotating shifts.

It is the intent of the parties hereto that in the scheduling of duty days, bargaining unit employees will have either Thanksgiving Day off or the day after Thanksgiving, and it is the further intent of the parties hereto that the bargaining unit employees will have either Christmas Day off or the day before Christmas. However, this is entirely at the discretion of management.

If an employee does not work on the holiday, but is on a rotating shift, the employee shall receive another day off. If the employee does not work on the holiday and is not on a rotating shift, the employee shall be off on the holiday. If an employee works on a scheduled holiday, the employee shall receive pay at time and one-half his or her regular hourly rate for all hours so worked on the holiday, plus a commensurate amount of time off as holiday compensation. For time worked after eight (8) hours worked on the holiday, the employee shall receive double time for the time worked beyond eight (8) hours, but no additional time off as holiday compensation.

If an officer is not on a rotating shift and there is a holiday, the officer would normally take the holiday off, except in circumstances which require the officer to return to work. However, the officer may elect to work all or part of the holiday and bank of equivalent number of holiday compensatory hours as worked. He or she may do so subject to providing advance notice to the department head for consideration of the request and to arrange working schedules accordingly. Approval or denial of such requests are not subject to the grievance procedure of the contract.

For employees hired prior to December 17, 1986, they may not earn or accumulate more than four hundred (400) holiday hours of leave. For those hired on or after December 17, 1986, they may not earn or accumulate more than one hundred sixty (160) holiday hours of leave.

**ARTICLE XIV**  
**LONGEVITY, EDUCATION, FIREARM AND EQUIPMENT PAY**

All regular full-time employees in the active service of the City on or before October 1 of any year shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment:

- A. All regular full and part-time employees in this bargaining unit shall be entitled to longevity pay for prescribed length of service with the City as indicated below:

<u>Continuous Service</u>	<u>Hourly Payment</u>
5 or more and less than 10 years	\$0.15 per hour
10 or more and less than 15 years	\$0.31 per hour
15 or more and less than 20 years	\$0.46 per hour
20 or more and less than 25	\$0.62 per hour
25 or more and less than 30 years	\$0.77 per hour
30 or more years of continuous service	\$0.92 per hour

- B. Educational Bonus. All regular full-time employees in this bargaining unit shall be entitled to an educational bonus as a percentage of their base rate of pay as follows:

Police Officers:

1.	Master's Degree:	2.00%
2.	Bachelor's Degree:	1.60%
3.	Associate's Degree:	1.10%

Jail Service Officers:

1.	Master's Degree:	2.40%
2.	Bachelor's Degree:	1.80%
3.	Associate's Degree:	1.50%

- C. Firearms Bonus. Effective for contract year July 1, 2003 and on, all sworn officers, upon successful handgun qualification shall receive a \$230 lump-sum bonus. This is to be paid in the first pay period of December.
- D. Equipment Allowance. Effective for calendar year 2006 and on, all sworn officers shall receive \$250 allowance for the purchase of uniform and related equipment. The allowance will be paid during the first payroll in December and thereafter on an annual basis. This allowance is intended to cover the costs associated with the purchase of items not provided as a part of the regular uniform and equipment provided by the City including items such as uniform boots or shoes, garrison belt equipment, uniform sweaters and undershirts, etc.

**ARTICLE XV**  
**DENTAL, HOSPITALIZATION AND MEDICAL COVERAGE**

15.1: Eligibility. All regular, full time employees covered by this agreement are eligible to enroll in the Medical Plan offered by the City.

The original coverage begins upon employment. If an employee decides for some reason not to take advantage of the hospitalization benefits at the time of hire, the employee must wait until the annual reopening to enroll.

Effective July 1, 2011, new hires shall be subject to a 20% premium co-share.

Note: The City and the Union agree that this issue shall be addressed by the HCTF. The HCTF shall have the authority to consider and recommend all options permissible under the best practices approach and may select any alternative (s) that satisfies the best practices. If City Council action is required the recommended alternative shall be presented for their consideration. Should City Council vote to implement a recommendation of the HCTF, that approved recommendation shall supersede the 20% premium co-share for new hires.

Employees may add new members (dependents) to their coverage within thirty (30) days of the event or the employee must otherwise wait until the annual reopening to enroll a new member.

Effective July 1, 2009, the City will provide Blue Cross/Blue Shield Community Blue PPO to all employees. Coverage shall be as referenced in Plan #46838. The City agrees to continue to provide benefit levels to employees as referenced in the Benefit Summary; however, the City may select a suitable insurance carrier and/or service network. The selection shall be of among Physician's Health Plan (PHP), Blue Cross/Blue Shield of Michigan, McLaren Health Advantage/McLaren Health Plan, or self-insured with the Sparrow Physician's Health Plan (SPHN) or a comparable provider network. The decision to remain self-insured or traditionally insured for health coverage shall also be at the City's option. It is understood that it is not always possible to match all benefit levels among health plans. The City agrees that any change in health plans will match existing benefit levels as closely as possible.

Prescription Drug Plan. The prescription drug plan shall be effective July 1, 2009. The following are required co-payments for prescription drugs:

Type of Drug	Co-Payment
Generic Drug*	\$0
Brand Drug*	\$15 preferred drugs (formulary)** \$30 non-preferred drugs (non-formulary)
Maintenance Drugs	Same
Annual Co-pay Maximums	\$1,000

\*A Generic Drug is a drug which is able to be produced by more than one drug company because the exclusive brand name patent time period has expired. Generic drugs are the exact chemical equivalents of their brand name counterparts.

\*\*A Brand Drug is a drug for which a single manufacturer still owns the exclusive patent, so there is no competition from other companies to reduce their price.

\*\*\*Brand Drugs which are on a list of "preferred" brands are drugs for which our pharmacy benefit administrator has been able to negotiate a reduced cost for the City to purchase. This list is called a "formulary." Brand Drugs which are not on that list are called "non-formulary" drugs, and cost the City much more when they are prescribed.

15.2: Section 125 Flexible benefits. The City will provide a section 125 (IRS Code) flexible benefit program which allows the employee to use pre-tax income to pay medical premiums, excess medical costs not paid by the health insurance plan and dependent care expenses. The decision to use the flexible benefit program is at the discretion of the employee and subject to the rules of the IRS.

Effective with the implementation of a section 125 flexible benefit program beginning with the calendar month of April, 1994, the following premium co-share program shall be implemented for full-time employees of this bargaining unit:

In the event of a plan premium reduction, the employee contribution toward the premium will be reduced so that the percent of the City contribution and the employee co-share contribution to the total monthly premium shall remain the same. The amount of the premium co-share will not increase during the term of this agreement.

Effective January 1, 1998, there is only one health plan available to employees and retirees, which is the City of East Lansing self-insured plan. The following premium co-share program shall be implemented for full-time members of the bargaining unit who elect coverage under the PPOM network:

Single	\$11.81 per month
Double	\$27.86 per month
Family	\$29.60 per month

There shall be no premium co-share for employees who select the SPHN network or for retirees.

In the event of a plan premium reduction, the employee contribution toward the premium will be reduced so that the percent of the City contribution and the employee co-share contribution to the total monthly premium shall remain the same.

15.3: Waiver of Group Hospitalization-Medical Coverage. An employee may voluntarily waive his or her right to participate in health plans made available by the City. For those not selecting a health insurance benefit, the City shall pay \$135 per month less deductions required by law.

Except as otherwise provided for herein, in order to be eligible for the waiver payment, the employee must, at the time of the initial waiver and upon request and hereafter, produce satisfactory proof of medical and hospitalization insurance coverage from another employer's policy or program that is not funded in whole or by part by City funds.



With respect to a City employee who is also eligible for dependent insurance coverage in connection with a City employee's coverage, the City will pay such City employee the monthly amounts provided above less deduction required by law provided a waiver of coverage as a City employee is executed without prejudice to the employee's right to maintain his or her dependent coverage in connection with a City employee coverage. Any current employees who are spouses may receive this consideration if one of the spouses chooses the lowest cost health option available to members of this bargaining unit and the other spouse voluntarily waives his or her right to participate in any of the plans offered by the City.

A waiver from the plan requires execution of the proper Waiver Form available in the City's Personnel and Human Relations Department. The effective date of loss of coverage will be for the Plan year during which the Waiver Form was executed.

Under this waiver provision, an employee agrees to drop health coverage for a period of one (1) year from the effective date coverage is waived and may thereafter re-enroll during the next annual reopener. An employee may re-enroll earlier than one (1) year if he or she provides, in writing, evidence of loss of alternative medical coverage.

15.4: Retiree Coverage. A regular full time employee who retires under the provisions of the Municipal Employees' Retirement System, pursuant to a section 47 (f) waiver (age 55 or older with 25 or more years of credited service) may continue in the group hospital, medical or drug insurance plan. The City will pay the premium for the retiree and the spouse of the retiree. The retiree has the option to continue coverage for eligible dependents at his or her own expense as prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provisions of Federal law. The spouse at the time of retirement is the spouse of record. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse, but the spouse would have COBRA privileges. If the retiree should predecease his or her spouse, the City will continue to insure the spouse. Should the spouse remarry, the City will no longer provide coverage, but the spouse would have COBRA privileges.

Effective January 1, 1991, Police officers who retire at age 50 or older with 25 or more years credited service but who have not reached age 55 may continue hospitalization for retiree and spouse in the employee group at City expense provided that such eligibility for extended coverage is conditional on the retiree giving satisfactory verification, under oath if requested, that he/she has no access or eligibility for other medical care coverage, through, for example, spousal coverage or because of other employment. A retiree who reaches age 55 or a member who is 55 years of age or older at the time he/she retires will be provided at the time employer's cost the medical insurance regardless of the accessibility or eligibility for other medical care coverage from other sources.

Effective July 1, 1992, retirees may change plans during the annual reopening period, but must take the benefits of the plan in effect at the time of the change.

Retirees on/after 7/1/94 who are eligible for the medical benefit will be enrolled in the retiree medical insurance plan currently administered by WEYCO. In the alternative, they may enroll in other plans available through the City. Retirees on/after 1/1/98 would be eligible for the new health plan, which provides for a choice between two networks.

All retirees who retire after July 1, 2005 shall be covered by the same health and pharmacy plan as active employees. The premium co-share and co-pay amounts shall continue at the same amount as when the employee retired.

Police Officers hired July 1, 2011 and after shall be eligible for post-retirement health care as provided for employees hired prior to July 1, 2011 except as it relates to the duration of coverage. Employees hired after July 1, 2011 shall be eligible for coverage from the date of full retirement at age 55 and up to the age of Medicare eligibility. When the employee becomes eligible for Medicare (currently age 65) they shall no longer be eligible for a City provided health or pharmacy benefit.

Effective July 1, 2011 all current Jail Service Officers (actively employed on a full time basis prior to July 1, 2011) shall remain eligible for City provided retiree health insurance as provided above; however, the age of eligibility shall be 58 years old with 25 years of full time service. Jail Service Officers who are eligible and retire under the MERS F55 program and retire prior to age 58 may purchase health insurance with the retiree paying the full cost of the coverage until reaching age 58. Jail Service Officers hired July 1, 2011 and after are not eligible for post retirement health insurance.

If a retiree has substantially equivalent alternative insurance available through another source (i.e. spouse or other employment), the retiree shall be required to utilize alternate insurance. If there is a premium required the City will pay the required cost in such a manner that there will be no cost to the retiree including any tax obligation. Any pre-existing condition clause will be waived by the employer if the retiree goes back to a plan available to the retiree if the alternative coverage is no longer available. The employer may pay the retiree's obligation under COBRA if the pre-existing condition clause cannot be waived and it becomes necessary to cover such a condition for a given period of time. The retiree shall be entitled to participate in the same plan and benefits that were available to the employee at the time of retirement. If there is a dispute with regard to whether substantially equivalent coverage is available the employee shall be afforded insurance coverage under the terms of this agreement until the dispute is resolved. The method of dispute resolution provides each party appoints a representative who then appoints a third person. The three party panel will then determine if benefits are substantially equivalent. The decision of the three person panel is binding on the parties.

15.5: Regular, Part-time Employee Coverage. The City will offer a Healthcare Indemnity Benefit, funded by the employee, to all regular, part-time City employees. The monthly premium payment will be deducted from the employee's check on a bi-weekly, pre-tax basis. The City will contribute \$30 to the monthly premium of the indemnity plan to be applied to a single, double or family rate.

Those employees who choose not to participate in this indemnity plan shall sign an official Waiver of Participation declining the benefit and with it, any premium contribution made by the City. In the event that less than five employees elect the Healthcare Indemnity Benefit, the City reserves the right to discontinue it.

15.6: Continuation of Insurance. Continuation of insurance benefits while on an extended leave of absence without pay will be as provided under COBRA or the Family and Medical Leave Act (FMLA), whichever is applicable.

15.7: Dental Insurance. A dental insurance plan shall provide the benefits listed in Appendix B hereof, and the City shall have the right to select a suitable insurance carrier to cover said benefits.

15.8: Spousal Coverage. If an employee's spouse is employed full-time and has medical coverage available to him or her under a plan offered by his or her employer, the spouse must enroll in the medical plan for employee coverage in order for the spouse to be eligible for medical coverage through the City of East Lansing. Full coordination of benefits will apply at all times. This provision is waived in the event the spouse is required to make medical premium contribution for the coverage. The parties agree that "medical premium contribution" means a mandatory payment to the spouse's insurance carrier either directly or through an employer. "Medical premium contribution" does not mean the spouse's loss of payments under an opt-out, cafeteria or similar plan.

#### **ARTICLE XVI**

#### **GROUP LIFE INSURANCE AND FALSE ARREST INSURANCE**

The City shall provide to an employee covered hereby a group life insurance policy with accidental provisions, at the City's expense, in the amount of \$30,000. On July 1, 2006, the City increased the group life insurance policy with accidental provisions, at the City's expense, to forty thousand (\$40,000) dollars.

The City will provide police liability professional coverage (false arrest) covering all law enforcement officers in the East Lansing Police Department with limits not less than those now in effect.

#### **ARTICLE XVII**

#### **DISABILITY INSURANCE**

A disability insurance plan shall provide the benefits listed in Appendix C hereof, and the City shall have the right to select a suitable insurance carrier to cover said benefits. The plan requires one hundred percent (100%) employee participation with the City paying up to thirteen (\$13.00) dollars per month per employee and each employee the balance through payroll deduction for monthly premiums. On July 1, 2006, the following changes took effect:

A. The City shall pay up to eighteen (\$18.00) dollars per month per employee and each employee the balance through payroll deduction for monthly premiums.

B. The plan description will be included by reference with this agreement (plan document 732) in lieu of a separate Appendix to the Agreement.

C. The basic monthly benefit will be amended from sixty-six and two-thirds (66.7%) percent of the employee's base monthly salary or wage, up to a maximum monthly benefit of three thousand dollars (\$3,000) to sixty-six and two-

thirds percent (66.7%) of the employee's base monthly salary or wage, up to a maximum monthly benefit of five thousand (\$5,000) dollars.

Effective July 1, 1990, the Jail Service Officers' disability plan will become effective.

## **ARTICLE XVIII**

### **OTHER LEAVE**

18.1: Funeral Leave. A maximum of five (5) days funeral leave time with pay may be utilized for attendance at funerals of an employee's father, mother, spouse, qualifying OEI, and children, and three (3) days funeral leave time with pay for sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, stepchild, stepparent and stepsibling. A maximum of two (2) days sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission from the department head in each individual case. Additional time off may be granted at the discretion of the Police Chief and City Manager. The employer is to be notified immediately of a death in the family and the extent of the employee's expected absence. In addition to the above, the employee, at the sole discretion of the Police Chief, may take two (2) additional sick leave days for attendance at funerals.

18.2: POAM Conferences or Conventions. The local association president or his/her designee shall be excused from duty, without loss of pay, for up to a maximum of sixteen (16) hours per month for POAM/Association business, with an annual accumulation of excused time (with pay) at the rate of eight (8) hour per month not to exceed ninety-six (96) hours. The POAM will afford the City reasonable advance notice for the utilization of the time periods provided for in this Section by submitting the appropriate form.

The local association president or his/her designee shall be excused for three (3) days from duty without loss of pay to attend the annual POAM Delegates Meeting. The local association president or his/her designee shall be excused from duty for up to five (5) days, without pay to attend the National Association of Police Organizations convention.

18.3: Leave of Absence. Leaves of absence without pay or accrual of benefits may be granted by the City Manager for a reasonable period for the following reasons:

- A. Illness leave (physical or mental).
- B. Prolonged illness in immediate family (spouse or child).
- C. Educational (as approved by the Police Chief and City Manager).

18.4: Military Reserve Leave. Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for military 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. Upon



presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

18.5: Personal Leave. Each employee shall receive thirty-two (32) personal leave hours per year. An employee may use each of these leave hours in two (2) hour increments if he or she so desires. Scheduling of personal leave time shall be subject to the prior approval of the Police Chief, or his or her designated representative.

18.6: Leave Time Trading. If a circumstance arises where employees are desirous of donating time off to a fellow employee(s), a special meeting may be requested as per Article XX, Special Meetings, to determine if and how such a program could or should be implemented; it being agreed that the outcome of such a meeting would not be subject to redress under the grievance procedure.

18.7: Maternity Leave. Maternity leave is as provided in the Personnel rules. An employee who is expecting to deliver a child will be assigned to the desk or other mutually agreed position in a light duty assignment. The employee will be provided plain clothes with the department supplying appropriate maternity clothing for the assignment. Cleaning of the clothing will be at City expense. The employee will also be provided mutually acceptable leather gear/holster and ID for the desk assignment.

18.8: Calls at home to off-duty officers must be made by the Supervisor unless impossible to do so. Supervisors are responsible for making certain information is properly supplied, therefore, supervisors will be called first. If called at home, the officer should inform the Chief of Police through the shift supervisor so that the appropriate methods for dealing with the problem can be developed.

## **ARTICLE XIX**

### **RETIREMENT**

19.1: Police Officers. Each regular full time employee shall become a member of the City's retirement system at the time of hire. The retirement system for Police Officers is that furnished by the Michigan Employees' Retirement System - Plan B-4 Benefit, with, F50, E2, FAC-3 with a multiplier of 2.75.

Effective July 1, 2011, all employees receiving the aforementioned retirement benefit shall make a mandatory one percent (1%) wage contribution annually (contributions shall be deducted in equal portions throughout the year through payroll deduction).

Effective July 1, 2014, all employees receiving the aforementioned retirement benefit shall make a mandatory one and a half percent (1.5%) wage contribution annually (contributions shall be deducted in equal portions throughout the year through payroll deduction).

Effective July 1, 2015, all employees receiving the aforementioned retirement benefit shall make a mandatory two percent (2%) wage contribution annually (contributions shall be deducted in equal portions throughout the year through payroll deduction).

Police Officers hired after July 1, 2011, shall be placed in a Municipal Employees' Retirement System Plan, with Benefits B-3 (2.25), FAC-3, F-55 with 25 years of service. The computation for FAC shall include a maximum of 240 hours of paid vacation (overtime hours shall not be included in this calculation).

Universal Service Credit is provided as follows:

- A. The employee can purchase up to five years of service credit but the entire cost is borne by the employee.
- B. The employee cannot purchase the Universal Service Credit until such time as he or she is fully vested in their defined benefit plan.
- C. The purchase and subsequent use of Universal Service Credit to meet retirement criteria will not allow employees to qualify for retiree health insurance.
- D. Approval is subject to MERS regulation.
- E. The ability to purchase Universal Service Credit is nondiscriminatory to everyone in the bargaining unit.

19.2: Jail Service Officers. The retirement system is that furnished by the Municipal Employees' Retirement System - Plan C2 with a B1 base, with a provision allowance for retirement at age 55 with 25 or more years of service with unreduced benefits (F55 with 25). Additionally, Jail Service Officers are covered by Social Security with legally required contributions by the City and the employee.

Effective April 1, 2001 for current Jail Service Officers - MERS B-3 retirement at City expense. Effective July 1, 2011, Jail Service Officers covered by this plan shall make a mandatory one percent (1%) wage contribution annually (contributions shall be deducted in equal portions throughout the year through payroll deduction).

For new employees hired on or after January 1, 2001 will participate in the MERS Defined Contribution System.

- A. Vesting:
  1. After 1 year, 25% of City contribution
  2. After 2 years, 50% of City contribution
  3. After 3 years, 75% of City contribution
  4. After 4 years, 100% of City contribution
- B. Contribution Levels:
  1. 10.5% City contribution
  2. 3.5% employee contribution
- C. Current employees may, at their option, convert to the Defined Contribution System from the Defined Benefit System. They must make this election by December 31, 2001.

All employees hired on or after November 1, 2010 are covered by the MERS Hybrid Plan, with a 1.5% multiplier for the defined benefit component.

A. Vesting:

Defined Benefit: 6 years

Defined Contribution:

After 1 year – 25% of City contribution

After 2 years – 50% of City contribution

After 3 years – 75% of City contribution

After 4 years – 100% of City contribution

B. Contribution Levels: (contribution percentages based on all earnings)

Employer Contribution: 10.5%

Employee Contribution: 3.5%

C. Current employees Hired Prior to November 1, 2010:

Current employees hired prior to November 1, 2010 may, at their option, convert to the Hybrid Plan, from the Defined Contribution Plan. This option must be exercised by no later than May 1, 2011.

D. Effective July 1, 2011, Contribution Levels:

Employer Contribution: 10.0%

Employee Contribution: 3.5%

19.3: Upon retirement of an employee, the Employer shall confer to the retiree the member's service weapon, a departmental plaque, and a retirement police badge at no cost to the retiree. The employee shall advise the Employer prior to retirement if they do not desire to receive any or all of these specified items.

19.4: Post-Employment Healthcare Savings. The City agrees to establish a Post Employment Healthcare Savings plan through the Municipal Employees' Retirement System (MERS) for full time regular bargaining unit employees. The MERS plan shall be implemented effective 07/01/2011. The City will make no contribution to this plan. All contributions are made by participating employees and are on a post-tax basis (with the exception of paid leave contribution). Employees will contribute 100% of their leave time that is eligible to be paid out at the time of their separation from employment. An employee may elect to have any amount of their eligible leave time paid prior to the date of separation, if such election is made in writing at least 14 days in advance and accompanied by a letter of resignation or notification of retirement. Leave time contributed to the HCSP or paid out two weeks prior to retirement will be included in an employee's final average compensation, as permitted under the collective bargaining agreement (sick leave is not included in this calculation).

## **ARTICLE XX**

### **SPECIAL MEETINGS**

The City and the Union agree to meet and confer on matters of clarification and the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these 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. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by no more than four (4) persons at special meetings, at least three (3) of whom shall be full-time employees of the City of East Lansing.

The Union representatives may meet at a place designated by the City on the City's property, for a period not to exceed one-half (½) hour immediately preceding a special meeting for which a written request has been made.

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

The Chief of Police and one (1) other member of the department whom he or she shall select shall meet at least monthly with two (2) representatives of the local division, one (1) of whom shall be the president, for the purpose of communicating ideas and exchanging information of mutual concern.

## **ARTICLE XXI**

### **PROMOTIONS**

21.1: Purpose. The purpose of this procedure is to establish a promotional system for the position of Sergeant in the East Lansing Police Department. It is the policy of the City to make all promotions on the basis of merit, quality of service and supervisory potential.

21.2: Promotion Defined. A promotion is an advance from a given rank to a higher rank.

21.3: Notification Posting.

A. Examination notices for promotions to the position of Sergeant shall be posted a minimum of 30 calendar days prior to the written examination date, with the test administered no later than 75 calendar days after the vacancy. The notification posting will contain the date/time for the test.

B. Eligible applicants shall submit their requests to be considered for the promotion to the Police Chief in writing no later than 15 calendar days after the notification of the examination for the position of Sergeant is posted. If an employee is not working during

the entire 15 calendar day notification period, the employee will automatically be placed on the eligible list for the promotional opportunity.

21.3A: Current Contract Promotions. Section 21.4, subsections A, B, C, D, E and sections 21.5 & 21.6 shall be waived to a shortened process consisting of an interview with the Chief of Police and internal police command above the rank of Lieutenant. The Chief of Police will select the person promoted to the rank of Sergeant.

This provision will remain in effect as long as there is a mutual agreement of the East Lansing Police Officer's Association and the Chief of Police. Either party may invoke the promotion process as outlined in the current bargaining unit agreement but this must be done before the position is posted.

21.4: Testing for Sergeant. Only police officers who have completed four (4) years of continuous service in the East Lansing Police Department as a sworn police officer prior to the date of notice announcing the examination are eligible to apply for the promotion to Sergeant. The examination announcement shall be posted on the Monday immediately following the day the position is vacated unless a promotional list is already in place in accordance with this procedure.

A. Written Examination. There shall be a written examination. The City shall purchase a validated, commercially available test from, as examples, the International Chiefs of Police, the Michigan Municipal League or a private company. The City shall provide each candidate with their own personal copy of study material at the City's expense. The written test shall be 50% of the entire testing procedure.

1. Each candidate shall be required to take the written examination as scheduled unless the candidate is prevented from doing so for any of the following reasons:
  - a. Medically certified incapacitating illness or injury.
  - b. Mandatory court appearances which cannot be adjourned.
  - c. Acts of God.
  - d. Other exceptions requested by the candidate must be submitted to the Chief in writing and must be approved by a majority vote of those candidates participating in the written examination process.
2. Once a candidate no longer qualifies under section 1(A) through 1(D), that candidate shall take the written test on the first day following the candidate's availability. In no event may any candidate take the written examination more than 30 calendar days after the original examination date.
3. A bibliography of appropriate study materials shall be posted along with the notification of the written examination. The study material shall be given to each candidate at this time.
4. The 15 highest scoring candidates on the written examination shall proceed to the oral examination. In the event there is a tie for the 15<sup>th</sup>



position, all candidates tying will be allowed to continue onto the oral examination process.

B. There shall be an oral board examination that is composed of three (3) individuals. A reasonable effort will be made to appoint oral board members who are not personally acquainted with the candidates. The oral board shall be composed of the following members:

1. One qualified, non police connected person.
2. Two police supervisors from outside the tri-county area of Ingham, Eaton or Clinton Counties, these supervisors shall be the rank of sergeant or higher.

C. The oral board shall use a rating form attached to rate each applicant. The rating form shall not be changed without the approval of the City and the Union. The oral board shall be 40% of the testing procedure.

D. 10% of the testing procedure shall come from the last year of the East Lansing Police Department's Performance Appraisal Summary. There are ten (10) categories that officers have evaluated for their performance. Within each category, officers can receive a superior, very good, acceptable, needs improvement and unacceptable. Each category would have a score attached to it as follows:

Superior	10 points
Very good	8 points
Acceptable	6 points
Needs improvements	4 points
Unacceptable	2 points

A rating of superior or unacceptable requires written documentation. Ratings may be appealed through the appeal process included in the performance evaluation process.

E. The oral board shall use a rating form attached to rate each applicant. The rating form shall not be changed without the approval of the City and the Union.

21.5: Scoring. The written exam shall be 50%, oral examination 40%, last year of the East Lansing Police Departments Performance Appraisal 10%, maximum score of 100%.

21.6: Selection.

A. The applicants shall be placed on a list in order of total score, and this list shall remain in effect for one year from the date of the posting of the results.

B. The Police Chief shall receive the names of the top four (4) applicants for each sergeant's vacancy. The Police Chief shall interview each eligible applicant and select one (1) of the top four (4) for promotion to sergeant.

C. Once a promotion is made from the list of four (4), the next highest numerical candidate shall then be interviewed by the Chief, unless that person is incapacitated or deceased, in which case all four (4) candidates shall be re-interviewed.

D. In the event the person scoring higher in the promotional process is passed over for promotion by a lower scoring candidate, that person being passed over for promotion may request that the Chief provide the candidate a written statement on why the candidate was not promoted. The Chief would have five (5) working days to respond to the applicant's dated request. The Chief's answer is not grievable.

## **ARTICLE XXII**

### **DEMOTIONS**

When an employee is demoted to a position in a lower classification, he or she shall be paid at a rate which is in the approved range of the lower classification position as determined by the City Manager.

## **ARTICLE XXIII**

### **ASSIGNMENTS**

23.1: Transfers. In the event of a newly created position within the bargaining unit, the position will be posted and employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work and seniority. The transfer of an employee from one department to another may be made only with the consent of the department heads involved and the City Manager.

23.2: DB and METRO Positions. Officers may be assigned to the DB and METRO for three years. The initial three year assignments to DB may be extended for an additional two years with the mutual agreement of the employee and the Chief of Police. Officers may not be assigned these activities consecutively, unless no other eligible officer applies for that position.

## **ARTICLE XXIV**

### **INTERNAL INVESTIGATIONS**

24.1: The City and the Union hereby acknowledge that all steps must be taken to maintain the unquestionable integrity of the East Lansing Police Department. Accordingly, all sworn officers shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities. This section is not intended to restrict the rights of an officer who is under investigation or is otherwise implicated in any such activity.

Internal investigations, whenever practical, will be conducted by supervisory personnel. All recommendations and/or conclusions regarding internal investigations shall be by supervisory personnel.

Any member summoned before a superior officer for any type hearing or investigation or interview where the officer feels disciplinary action will result may request that a Union representative be present. If a representative is not immediately available, the City will grant the officer a reasonable amount of time to obtain Union representation prior to commencing the interview.

The Union representatives shall have the right to be present and, if requested by the member, to represent the member at each and all levels of disciplinary proceedings.

Whenever practical, all internal investigations where the notification of the employee would not jeopardize the investigation, the employee shall be notified that such an investigation has been initiated and the employee notified of the results of said investigation.

## **ARTICLE XXV**

### **RATES FOR NEW CLASSIFICATIONS**

When a new classification is to be established within the unit, the City shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

## **ARTICLE XXVI**

### **SALARY CLASSIFICATION**

While employed by the City, each regular full-time and part-time employee is designated as being in a salary classification corresponding to his or her particular position. Each classification level carries minimum and maximum rates of pay with a provision for increases according to a uniform schedule. No employee shall be paid less than the minimum rate for his or her assigned classification. All new employees shall be paid the minimum rate for a classification unless a higher rate is approved by the City Manager. The classification schedule will be regulated as follows:

Salary increases shall be made on the basis of performance and service and in the amounts and at the intervals as provided for in Appendix "A" hereof. Merit increases shall be dependent upon written recommendations by the department head. Pay increases may be granted by the City Manager more frequently than the schedule will allow when recommended by the department head in writing and when the employee's exceptional qualifications or performance or unusual employment conditions make such action desirable. The amount of the increase, however, would be as indicated in the step schedule.



**ARTICLE XXVII**  
**MISCELLANEOUS**

27.1: Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his/her correct mailing address and of his/her telephone number. The City will provide the Union a list of its most recent phone numbers and addresses for Police Officers and Jail Service Officers at least once each six (6) months upon written request of the Union. Any officers not wanting to be placed on this list shall so notify the Chief.

27.2: Resignation. Any employee covered hereby who desires to resign must present his or her resignation in writing to his or her department head or the City Manager. The resignation must be submitted two (2) weeks, inclusive of earned vacation time; prior to the date it is to be effective.

The City shall pay an employee who terminates employment with the City for any accumulated vacation leave, personal leave, holiday leave and compensatory leave earned but not used at the time of separation of employment.

27.3: Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered herein and it supersedes any previous Agreement, verbal or written, between the City and any employees covered hereby.

27.4: 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 this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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.

27.5: Productive Time. The Union agrees that working hours shall be productive hours and that there shall be no Union work activity on City time and/or on the City's premises when it interferes with the duties of any employee (other than that specifically permitted by the express terms of this Agreement).

27.6: Uniforms.

A. In the selection, procurement and issuance of uniforms, the City shall give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the Police Officers.

In that the City requires uniforms for Jail Service Officers, the City will select process and issue uniforms which must meet the functional needs of the Jail Service Officers as determined by the City.

B. From May 1 to October 1, the uniform of the day will be short sleeve, open collar shirts. If undergarments are exposed, they will be clean, black and neat, or subject to discipline.

At other times of the year, the uniform of the day will be designated at the beginning of each shift. As a matter of policy, the department will order short-sleeve, open-collar shirts (no ties) when the temperature forecast for the day (U.S. Weather Bureau) is 70 degrees or above.

27.7: Cleaning of Uniforms. The City will arrange a suitable schedule for cleaning uniform shirts, trousers, car coats and blazers, as necessary, at City expense.

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

The City will make every reasonable effort to equip and maintain patrol vehicles in a safe condition. If an officer feels a vehicle is unsafe, he or she may bring it in. If the supervisor agrees, the vehicle will be taken out of service and repaired.

Except for emergency situations, the vehicle will remain out of service until it is cleared by the City's mechanics or released by the Chief or his designated representative for use.

27.9: Severance Clause. Should any provision, section or portion thereof, of this Agreement be held by a Court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion.

27.10: Conformance with State Law. If state law is amended on a mandatory basis that would affect any provision in this Agreement, the Agreement shall be automatically amended to conform to that law on the effective date of such law.

27.11: Damaged Personal Property. The City will replace at 100 percent the cost of eyeglasses and shoes damaged, destroyed, lost or stolen in the line of duty for police officers. However, other items will have a value limit of \$200.00, except that if the police officer provides a certified assessment by a jeweler that his or her wedding band is valued at more than \$200.00, the City will pay 100 percent of the value up to \$425.00.

The City also will replace at 100 percent the cost of the eyeglasses and shoes damages, destroyed, lost or stolen in the line of duty for Jail Service Officers. However, other items will have a value limit of \$40.00.

In the event an officer files a claim for stolen, damaged or lost property, the City may implement a review board if there is concern the claim is improper. If a review board is

convened, it shall consist of an officer, sergeant and a civilian police employee to look at and consider if there is any negligence on the part of the officer filing the claim. The board will then make a recommendation as to payment to the City. The City then will decide to pay or not pay the claim. The officer shall have the grievance procedure to resolve the issue if he or she does not feel that the decision is just. The Board must meet and give its recommendation to the City within 14 days of the claim. The City then will have 7 days to make its decision on the issue. On receiving the decision the officer will have the allotted time to file a grievance after notification of the City's decision.

27.12: Schools or Seminars Related to Police or Public Functions. The Chief of Police will maintain a list of the schools or seminars which the City intends to make available to Police Officers and Jail Service Officers at City expense. The City agrees to post notices of schools or seminars which the City intends to make available to officers at City expense and will provide the local Union president a copy of the posting. Final decision as to the selection of the officers attending schools or seminars will be within the exclusive discretion of the Chief of Police, which shall not be subject to the grievance and arbitration provisions of the contract.

27.13: Performance Standards. The Union recognizes the City's right and responsibility to maximize service to the community through the implementation and/or revisions of performance standards, norms and levels, work measurement procedures and performance appraisal systems. Before implementing any of the above measures the City will meet with the Union and discuss the items in question.

27.14: Performance Appraisal. (Appendix G includes specific departmental position performance appraisals and applicable forms.)

#### **Instructions for Performance Appraisal**

1. Monthly Review – Each officer will meet with a shift supervisor at the beginning of each month to review their performance and activity from the previous month. A copy of all documentation, including; monthly statistics, report correction sheets, contact sheet, counseling, discipline, and cover sheet should be reviewed and placed in the employee's file. In an effort to ensure consistency and track performance from month to month, the shift or bureau lieutenant is responsible for reviewing all monthly reports.

2. Mid-year Review – In early July, each sergeant will complete the mid-year review form for all officers assigned to him/her. The review should summarize each officer's performance in each of the rating categories for the first six months of the year.

3. Pre Evaluation Form - In December, each employee should complete the pre-evaluation form and turn it in to their evaluating supervisor by the end of the month. The form should contain any information that the employee would like to be considered that has not already been documented.

4. Draft Evaluation – During the first two weeks of January, each sergeant will prepare a draft evaluation for each officer assigned to them. The draft should contain the rating sheet, and all supporting documentation as well as notes that support the ratings.

5. Evaluating Meeting – During the third week of January, all rating supervisors will meet and determine each officer's final evaluation. **Evaluations should be based on observed and documented behavior.** Observations reported by other supervisors should be noted at this time. Supervisors recommending an "unacceptable" or "exceptional" rating should be prepared to provide supporting documentation for review and discussion.

6. Final Evaluation – Each supervisor will prepare a final evaluation for the officers that are assigned to them using the ratings that were determined at the evaluation meeting. The evaluation should include the rating sheet and a supplemental narrative document that summarizes categories 4-10. The summary should consist of observed behaviors and should not re-state descriptions of categories. If an employee receives a "unacceptable" or "exceptional" rating in any category, supporting documentation should also be provided. Examples include; copies of reports, statistics, memos, letters, etc.

7. Evaluation Meeting – Each supervisor should meet with their assigned officers no later than February 15 unless the officer is on an extended leave of absence. If the employee receives an "unacceptable" score in any category, the supervisor will meet with their respective lieutenant to determine if corrective action is necessary.

8. Evaluations will only be numerically scored if there is a promotional process during that rating period. Employees who do not wish to be considered for promotion will not receive a numerical score.

9. If an officer feels that their evaluation is not accurate, they may appeal their rating to their lieutenant. The appeal should be in writing and should contain specific detail as to why the rating is not accurate. If the employee is not satisfied with the lieutenant's ruling they may appeal in writing to their captain. The captain's decision is final.

#### 27.15: Personnel Files.

A. Official Personnel File. A personnel file is maintained on every employee of the City. All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department and/or Police Department.

Information in an employee's personnel file may include the following:

1. Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers, results of pre-employment physical).
2. Personnel action forms or notices of pay changes and accompanying documents.
3. Performance evaluation forms and related materials.
4. Letters of commendation or complaint connected with employment.
5. Promotional opportunity application and related materials.
6. Forms pertaining to fringe benefit programs and related programs.
7. Documents submitted by the employee.
8. Certificates or notices of accomplishment of the employee in the area of training or employee development.



9. Documentation of disciplinary action.
10. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

B. Official Access. The following persons shall have the right of access to an inspection of an employee's personnel file:

1. The employee who is the subject of the file.
2. An attorney or designee of the employee when the employee has provided written authorization to his or her file.
3. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal, or other personnel action.
4. The City Attorney or other appropriate agent when needed in connection with any action brought by the employees against the City.
5. Authorized representatives of the Human Resources Department.
6. Other persons acting in compliance with federal, state, or local law.

C. Access Limited. Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee, and those listed in B above. The only information provided over the telephone is verification of an employee's job title, dates of employment and salary. No other information will be given unless the employee provides a written release form. An employee who reviews information in another employee's personnel file or a supervisor or other agent of the City who releases information from an employee's personnel file without authorization is subject to disciplinary action.

D. Written Reprimands. Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry.

After one (1) year, the employee has the right to meet with the department head to discuss removal of any negative items in the personnel file. Such removal shall be at the discretion of the department head. However, if there has been no adverse employee conduct within two (2) years of the latest reprimand, the employee's personnel file shall be purged of any reprimands if so requested by the employee.

E. Employee Access. An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, his or her personnel record. The review shall take place in the Human Resources Department and/or Police Department



during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

An employee may obtain a copy of information contained in his or her personnel file. If there is disagreement with information contained in the personnel file, an employee may submit a written statement explaining his or her position which shall then be made part of the personnel file, with a copy provided the supervisor.

27.16: Union Bulletin Board. The City will provide two bulletin boards, one of which will be located in a suitable location in the Jail Service area, for the exclusive use of the local association and the POAM. All items posted on said bulletin board must be initialed by the Union president or his designated representative. The bulletin boards will be placed in an area unobstructed by a door.

27.17: Mileage. The City will reimburse employees who use their personal vehicles for City business including civil infraction hearings at a rate equal to that paid to other City employees excluding the situations where the employee receives compensation for same from another source. All such payments shall be subject to the approval of the Chief.

27.18: Dictating Machines. The City will take reasonable steps to maintain in good working order tape dictation machines for use by bargaining unit personnel.

27.19: Copies of Collective Bargaining Agreement. The City agrees to provide the local association with copies of the collective bargaining agreement once the same has been duly ratified by the parties and signed by their respective representatives. The number of copies to be so provided shall be equal to the number of members of the bargaining unit plus an original signed copy for the POAM. The POAM shall produce the original copies.

27.20: Court Appearance. No officer of this bargaining unit shall be disciplined by the City for failing to appear in court on a day other than the day provided for in the subpoena for that purpose. It is understood and agreed between the parties hereto that if the City desires to change the provisions of this section, they will notify the Union of their desire to do so and will agree to meet with the Union concerning same.

27.21: Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the City will make every effort to place the employee in a vacant position that he/she is physically and mentally able to perform, whether in the bargaining unit or not.

The question of whether or not the City has made a good faith effort to place the individual in a vacant position that he/she is physically and mentally able to perform shall be the only issue subject to the grievance and arbitration procedure of this Agreement and in the event a violation is found, the arbitrator shall not have the authority to order him/her placed in a position outside the bargaining unit. In the event an arbitrator were to find that the City had not made a

good faith effort to place the individual in a vacant position that he/she is physically and mentally able to perform, the arbitrator shall have the authority to order appropriate back pay from the date of the violation until he/she is satisfied the City has made such a good faith effort or until the individual is placed in a suitable vacant position that he/she is physically and mentally able to perform.

27.22: Protective Vests. Protective vests shall be provided police officers and will be worn at the discretion of the officer except at those times when the Chief or his designee orders them to be worn. The City will replace vests as determined necessary by the City and with due regard for the safety of the employee. It is agreed the City will develop a replacement list for bullet proof vests and the City and the Union will mutually agree to replacement dates based on this list.

27.23: Parking. Parking will be provided to bargaining unit employees at no cost to the employee in the Grove Street ramp or designated police lot.

27.24: Code of Ethics. In compliance with the East Lansing City Code of Ethics (Article III, Chapter 2, Division 2), all full time and part time employees will complete an annual Disclosure of Interest Statement as distributed by the City of East Lansing.

27.25: Awards Ceremony. In the event that the department holds an Awards Ceremony, the Employer shall confer to the recognized employees the appropriate award, in accordance with the department's Award Policy.

27.26: Employee Home Ownership Program (EHOP). All regular full and part-time employees shall be eligible to participate in the program with the conditions specified by the EHOP policy. The City, at its option, may discontinue the program which shall not be considered a practice between the parties to this agreement.

27.27 Payroll Direct Deposit. The City shall require employees to receive wages either by direct deposit to the employee's account at a financial institution or through a payroll debit card, subject to provisions of Public Act 323, approved by the Governor, December 21, 2010.

## **ARTICLE XXVIII**

### **GRIEVANCE PROCEDURE**

28.1: Definition of a Grievance. A grievance is defined as a claim reasonably and logically founded on a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provision of this definition shall be automatically denied as not constituting a valid grievance.

28.2: 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.
- B. A grievance must be filed within fifteen (15) calendar days of an employee's knowledge of the violation.
- C. Management representatives shall date and sign the grievance indicating receipt thereof.
- D. When a management representative returns the form with his or her answer on it, the grievant shall date and sign the grievance, indicating receipt thereof.
- E. A grievance not appealed to the next higher step within the appropriate time limit shall be deemed permanently denied.
- F. A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.
- G. In computing time limits, Saturdays, Sundays and holidays (as established by this Agreement) shall be excluded.
- H. The Union shall have the exclusive authority to initiate and prosecute grievances on behalf of employees under this Article, except that any individual employee or group of employees shall have the right to, at any time; discuss a grievance with their immediate supervisor for the purpose of settling such grievance as specified in the preamble of this section.

28.3: Steps of the Grievance Procedure.

- A. Verbal Step. Whenever a grievance arises, an employee may present said grievance to his or 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 the opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his or her first line supervisor discussing the grievance. If the issue is unresolved, the employee may contact his or her representative who 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 the rules for grievance processing set forth in section 2 of this Article. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules for grievance processing, shall be used by a City representative at any step as a basis for permanent grievance denial. Any grievance so designated shall not be appealed to the next higher step nor shall it be resubmitted, as the designation of permanent means "not review able in any for whatsoever."
- B. Step 1. If the answer of the Police Chief in Step 2 is not considered satisfactory by the employee, the employee's representative or his/her designee may, within fifteen (15) calendar days thereafter, present it to the City Manager,



or his/her designee. The City Manager may call a meeting at which any individual who has participated in a previous step may attend. The City Manager shall answer the grievance, in writing, no later than fifteen (15) calendar days after it is presented to him/her.

C. Step 2. In the event the above steps fail to resolve the grievance or settle the dispute, either party seeking arbitration must notify the other party within fifteen (15) days from the conclusion of Step 3. Failure to notify the other party shall indicate resolution of the grievance.

D. Step 3. Arbitration. The Union hereby acknowledges and affirms that the arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract, or which by addendum may be added to this contract. Any unresolved grievance which relates to the interpretation, application or enforcement of any article(s) and section(s) of and/or addendums to this Agreement, and which has been fully and unfeignedly processed through each step of the grievance procedure, may be submitted to arbitration in accordance with the following:

1. Arbitration may be invoked by the Union upon written notice to the City of its intention to arbitrate. For the grievance(s) to be arbitrable, such "notice of intent" to arbitrate must specify the article(s) and section(s) of and/or addendum(s) to this Agreement which have allegedly been violated.
2. Upon receipt of notice of intent to arbitrate, the parties will attempt to agree upon the selection of an arbitrator and if they fail to agree within fifteen (15) calendar days, the Union shall, within fifteen (15) calendar days of the date of its notice, advise the Federal Mediation and Conciliation Service in writing (copy to the City) of its desire to arbitrate the grievance. Either party may reject a panel and request submission of a new panel. The panel shall contain the names of seven proposed arbitrators from the Midwestern area of the United States, provided they are located within the State of Michigan or within 250 miles of the City of East Lansing, all of whom are members of the National Academy of Arbitrators. Upon receipt of a satisfactory panel, the parties shall promptly meet and select an arbitrator from the panel by each alternately striking names therefrom until only one name remains.
3. The Arbitrator shall limit his decision to the interpretation, application and enforcement of this Agreement and he or she shall be without power or authority to make any decision:
  - a. regarding any issue other than the issue(s) submitted to him/her;

- b. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;
- c. changing, altering or modifying any policy or reasonable rule presently or in the future established by the City, so long as such policy or reasonable rule does not conflict with the Agreement;
- d. granting any increases or decreases in wages and/or other benefits that are not covered in this Agreement.

4. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or City Charter the City cannot delegate, alienate or relinquish.

5. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

6. The grievance submitted to arbitration may be withdrawn only by mutual consent. A grievance so withdrawn may not be reinstated except by mutual consent.

7. There shall be no appeal from the arbitrator's decision, if made in accordance with his or her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.

8. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his or her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

28.4: Election of Remedies. The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by a state statute or a City ordinance for alleged conduct which shall also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure, and any grievance then being processed shall be deemed withdrawn by the party filing.

28.5: Reduced Steps. Any steps or steps of the grievance procedure may be waived where mutually agreed to by the parties.

28.6: Any suspension will be administered in hours not days.



**ARTICLE XXIX**  
**COLLEGE TUITION REIMBURSEMENT**

29.1: The City will contribute up to ten thousand (\$10,000) dollars in total annually to the bargaining unit on a first come - first serve basis to employees in the bargaining unit for education assistance.

1. Eligibility. All full-time and part-time bargaining unit employees who have completed a minimum of one year of satisfactory service to the City of East Lansing are eligible to participate in this program. Approval for participation in the program must be secured from the Deputy City Manager, or their designee, and the employee's department head by submitting a proposed course of study for review.

Educational assistance may be provided for courses offered by approved institutions of learning such as accredited colleges, universities and secretarial and trade schools.

To qualify, course work must meet the following criteria:

- A. Courses must be directly related to the delivery of the services provided by the City, or
- B. Courses, or the Course of Study, must be directly related to satisfying the requirements for the duties of a position that the employee and the head of that prospective department agree could reasonably achieve given the additional education.
- C. Course work must not interfere with the employee's job responsibilities, performance or attendance and are to be taken on the employee's own time.

2. Reimbursement. Reimbursement covers actual costs of tuition and registration fees only and is limited to a maximum of six credits per semester or four credits per term for approved courses, based on the following schedule:

<u>Grade Received</u>	<u>Amount of Reimbursement</u>
A	100%
B	75%
P	75%
C	50%
Lower than C	0%

Employees eligible for reimbursement from any other source (e.g., a government sponsored program or scholarship) may seek assistance under this educational assistance program but are reimbursed only for the difference between the amount received from the other funding source and the actual course cost up to the maximum reimbursement allowable under this policy.

To be eligible for reimbursement, the employee must have received prior approval for reimbursement for the course, must be actively employed by the City of East Lansing at course completion, and must receive a qualifying grade. The employee must submit an official transcript of the grade received for the course and receipt or other proof of payment. Requests are to be submitted to the Department of Human Resources.

29.2: Additional Educational Reimbursement. This Agreement provides up to \$10,000 annually to cover qualified expenses relating to continuing education. When it is in the parties' mutual interest and requests exceed the contractual amount of \$10,000, the City at its option and subject to the availability of funds, may reimburse over the allowable limit. Nothing in this provision establishes a practice between the parties and the provision or removal thereof, is not grievable.

**ARTICLE XXX**  
**AGREEMENT, RATIFICATION, TERMINATION, MODIFICATION**


This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this Article.

30.1: Ratification. The City negotiating committee shall submit and recommend to the City Council that they ratify this Agreement only after the Union submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the City Manager receives from the Union, written notification thereof.


30.2: Effective and Termination Dates. This Agreement shall become effective September 6, 2017, and shall continue in full force and effect until 11:59 p.m., June 30, 2019, except as elsewhere provided for in this Agreement, and for successive annual periods thereafter, unless, not more than ninety (90), but at least sixty (60) 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 or modification; 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 a desire to terminate.

IN WITNESS WHEREOF, the parties hereby have caused this instrument to be executed this 6<sup>th</sup> day of March, 2017.

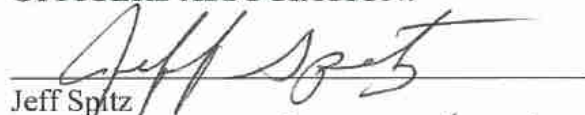
**FOR THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN:**


  
Kenneth E. Grabowski  
Business Agent

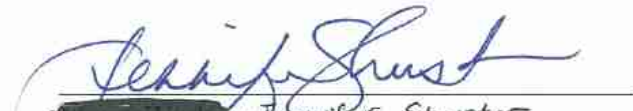
**FOR THE CITY:**

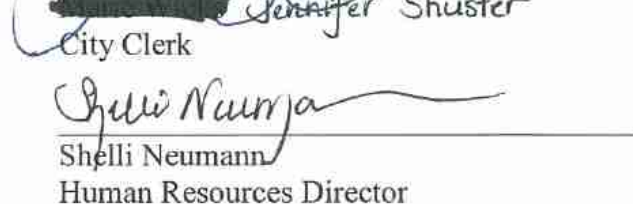
  
George Lahanas  
City Manager

**FOR THE EAST LANSING POLICE  
OFFICERS ASSOCIATION:**

  
Jeff Spitz  
President

  
Jacob Cortez  
Board Member

  
Jennifer Shuster  
City Clerk

  
Shelli Neumann  
Human Resources Director

## Appendix A

POAM Hourly Grades FY18 - July 1, 2017 - June 30, 2018

1.5% Wage Increase

		Minimum	1Y	2Y	3Y	4Y
<b>PO1</b>	Hourly	21.59	22.90	24.26	26.26	28.98
Police Officer	Annually	44,906.58	47,635.95	50,450.40	54,629.74	60,280.48

		Minimum	6 Months	18 Months	30 Months	42 Months	54 Months	66 Months
<b>PO2</b>	Hourly	16.82	17.63	18.53	19.44	20.40	21.45	22.51
Jail Officer	Annually	34,991.22	36,675.81	38,552.18	40,428.54	42,433.04	44,607.89	46,825.58
<b>PO3</b>	Hourly	14.95	15.54	16.16	16.80	17.49	18.18	
Jail Officer (Hired after 7.1.11)								

POAM Grades FY19 - July 1, 2018 - June 30, 2019

1% Wage Increase

		Minimum	1Y	2Y	3Y	4Y
<b>PO1</b>	Hourly	21.81	23.13	24.50	26.53	29.27
Police Officer	Annually	45,355.64	48,112.31	50,954.90	55,176.04	60,883.28

		Minimum	6 Months	18 Months	30 Months	42 Months	54 Months	66 Months
<b>PO2</b>	Hourly	16.99	17.81	18.72	19.63	20.60	21.66	22.74
Jail Officer	Annually	35,341.13	37,042.57	38,937.70	40,832.83	42,857.37	45,053.97	47,293.84
<b>PO3</b>	Hourly	15.10	15.70	16.32	16.97	17.66	18.36	
Jail Officer (Hired after 7.1.11)								

## **APPENDIX B**

### **DENTAL INSURANCE**

Listed below are the benefits to be provided by the City under a suitable dental insurance plan:

1. Oral examinations, including scaling and cleaning of teeth, but not more than once each in any period of six (6) consecutive months.
2. Topical application of sodium or stannous fluoride, if the individual is less than 16 years old.
3. Dental x-rays.
4. Extractions.
5. Oral surgery, including excision of impacted teeth.
6. Fillings.
7. Anesthetics administered in connection with oral surgery or other covered dental services.
8. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
9. Endodontic treatment, including root canal therapy.
10. Injection of antibiotic drugs by the attending dentist.
11. Repair or recommending of crowns, inlays, bridgework, or dentures; or relining or rebating of dentures.
12. Inlays, gold fillings or crowns (including precision attachments for dentures).
13. Space maintainers.
14. Initial installation of fixed bridgework (including inlays and crowns as abutments to replace natural teeth extracted while the individual is covered under the Plan.
15. Initial installation of partial or full removal dentures (including precision attachments and any adjustments during the six (6) month period following installation) to replace one or more natural teeth extracted while the individual is covered under the Plan.
16. Replacement of an existing partial or full removal denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removal dentures or to bridgework to replace extracted natural teeth, but only if satisfactory evidence is presented that:
  - a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed and while the individual is covered under the Plan;
  - b) The existing denture or bridgework cannot be made serviceable and, at least five (5) years have elapsed prior to its replacement; or
  - c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.
17. Orthodontic treatment (including correction of malocclusion).



The foregoing benefits shall be provided in a manner such that fifty percent (50%) of the costs of any service in categories 1-16 shall be paid for by the employee, with the remaining fifty percent (50%) being paid for by the City's insurance carrier up to a maximum benefit of \$1,000.00 per person per year. Coverage for orthodontic treatment shall be provided, pursuant to a separate insurance rider, in a manner such that fifty percent (50%) of the costs of any services in that category shall be paid for by the employee, with the remaining fifty percent (50%) being paid for by the City's insurance carrier up to a maximum benefit, for the life of the policy (and any renewals thereof), of \$1,000.00 per person. Coverage for orthodontic treatment shall be limited to persons 19 year of age or under.

Maximum Calendar Year Benefit for Combined Type A, B and C Expenses: \$1,000.

<u>BENEFIT</u>	<u>COVERAGE DESCRIPTION</u>
Type A Expenses (Diagnostic and Preventative Services)	100% R and C
Type B Expenses (Basic Services)	50% R and C
Type C Expenses (Major Services)	0% R and C
Type D Expenses (Orthodontic Services)	0% R and C, to a maximum lifetime benefit of \$1,000/Covered Person

**APPENDIX C**  
**LONG TERM DISABILITY BENEFIT**  
(For active employees only)

**BENEFIT**

If an insured employee becomes totally disabled due to accidental injury, sickness or pregnancy, and continues to be disabled through his/her Qualifying Disability Period (Q.D.P.), the plan will begin paying a monthly benefit after Q.D.P. has been met. The employee must be under a physician's care to receive benefits.

- Qualifying Disability Period: 90 days or at exhaustion of sick leave, whichever is later.
- Monthly Benefit: 66.7% of the employee's basic monthly salary or wage, up to a maximum monthly benefit of \$5,000.

The plan will pay benefits while the employee remains disabled, or until:

- Age 65, if the disability began before age 60.
- 60 months from the date the employee became disabled, if disability began after age 60, but in no event beyond age 70.

**SUCCESSIVE PERIODS OF DISABILITY**

Long Term Disability benefits end when the employee is no longer disabled. However, if an employee is again disabled by the same or a related condition within three (3) months, benefits will resume without the employee satisfying a new Qualifying Disability Period.

**OTHER INCOME BENEFITS**

If an employee is eligible for other income benefits, the Long Term Disability benefit will be reduced by such benefits. Other Income Benefits Include:

- A. Compulsory government disability benefits.
- B. Social Security or Railroad Retirement Act benefits including benefits available for dependents. Once Long Term Disability benefits begin, they are not reduced because of any future amendments or cost-of-living increases under Social Security.
- C. Worker's Compensation or similar benefits.
- D. Salary or wages paid by the employer.
- E. No-fault automobile benefits.
- F. Any employer-sponsored plan of disability, life, accident and health which pays for disability.
- G. Any pension or retirement annuity plan for which the employee is receiving benefits.

**GENERAL PLAN PROVISIONS - LONG TERM DISABILITY**

- Waiver of Premium  
Premiums are waived while benefits are being paid.
- Effective Date of Coverage

Employees are covered on the day they become eligible, provided they are at work on that day and have been actively at work, full-time, for the seven previous working days. Persons

commencing employment after the date of this policy became effective shall be eligible for coverage on their employment, providing they are actively at work. If fewer than 50 employees are covered, employees over age 50 are covered after The Travelers has approved their applications based on written evidence of insurability. This provision is modified for Transferred Business.

- Pre-Existing Conditions

If an employee has received medical care or treatment during the three months before becoming covered under the plan, Long Term Disability benefits will not be paid for that condition until the employee has been covered for 12 months without being absent from work because of this condition. This provision is modified for Transferred Business.

- Transferred Business

Employees covered under the employer's prior Long Term Disability plan will not be deprived of benefits for which they would have been eligible under the prior plan solely because of the change of carriers. Also, all employees covered under the prior plan are eligible for coverage under The Travelers plan, without evidence of insurability, provided they are at work on the effective date. It is assumed that those employees currently receiving benefits, or who are disabled on the effective date, will be the responsibility of the prior carrier.

- Mental and Nervous Conditions

Benefits will be paid for up to two years, whether or not the employee is in an institution. If on the last day of the two year payment period, the employee is confined, benefits will continue to be paid for up to 90 days after such confinement ends, provided that such confinement lasts at least 14 continuous days.

### TOTAL DISABILITY

Total Disability means:

A. During the first 24 months of disability, in addition to the qualifying disability period: the employee's inability to perform the normal duties of his or her regular occupation provided, during that period, the employee is not engaged in any occupation for wages or profit.

B. After 24 months of disability, in addition to the qualifying disability period: the employee's inability to perform the duties of any occupation for which he or she is or becomes qualified by training, education or experience.

### EXCLUSIONS

Disabilities not covered include, in addition to those excluded as a matter of law, or not treated by a duly qualified physician, those caused by:

Intentional self-inflicted injuries, attempting or committing a felony, engaging in an illegal occupation, or war.

### REHABILITATION

Rehabilitation is an important part of Long Term Disability plans for:

- The Employer, and
- The employee.

Through rehabilitation, a disabled employee is able to return to productive employment. The Travelers is very conscious of:

- The important human value and
- The positive economic impact which a comprehensive rehabilitation program can provide.

The determination of rehabilitation potential and the use of private rehabilitation specialists for evaluation and reporting is an integral part of our group disability claims administration process. Successful rehabilitation requires sophisticated, professional evaluation and coordination between The Travelers, the policyholder, the disabled employee, his physician(s), and in many cases, local, state and/or private rehabilitation agencies.

The Travelers is committed to a positive rehabilitation effort. Our claim and medical specialists will coordinate the rehabilitation process.

#### Rehabilitation Benefit

The Long Term Disability benefit amount will remain the same for a disabled employee who returns to work on a full-time or part-time basis provided that:

- the employment is under an approved rehabilitation program, and
- the total income from all sources, including Social Security, LTD benefits, pension plan benefits and payment for the rehabilitation work, does not exceed 80% of the income immediately prior to the disability.

#### EDUCATION BENEFIT (Optional)

The Education Benefit will pay \$100 per month to each eligible child of a disabled employee. The child must be an unmarried, full-time student between the ages of 18 and 22 who is receiving post-secondary education.

## **APPENDIX D**

### **DRUG AND ALCOHOL POLICY**

#### Effective Date

This policy shall become effective on July 1, 2005. This policy applies to all sworn and jail service officers.

#### General

Employees may not illegally use, possess, conceal, manufacture, distribute, dispense or sell controlled substances, narcotics or drugs, unless such use has been prescribed by a physician. Employees are also prohibited from using or being under the influence of alcohol at any time between the regularly scheduled time the employee is to report to work and quitting time.

An employee required to submit to a drug and/or test shall cooperate fully with the collection process and complete all required forms of documents. Failure to do so will be grounds for immediate discharge.

If an employee refuses to submit to a requested drug and/or alcohol test, or deliberately submits or attempts to submit an adulterated or substituted sample, such conduct will be grounds for immediate discharge.

#### Reasonable Suspicion

An employee may be required to submit to drug and/or alcohol testing under this policy where there exists reasonable suspicion that he or she has used, or is under the influence of, controlled substance(s), narcotic(s), drug(s) or alcohol. Reasonable suspicion shall be based upon specific objective facts documented in the employee's performance and/or attendance record, disciplinary problems or otherwise unexplained behavior, or upon another employee's or complainant's personal observation of specific facts including the appearance, behavior, speech, conduct, or body odor of the employee, and the reasonable inferences drawn from these facts in light of experience and/or training. An employee may also be required to submit to a drug and/or alcohol test when the employee sustains an on-the-job injury.

All objective facts on hand at the time of the demand for testing which form the basis for the reasonable suspicion shall be disclosed to the employee and the Union at the time, and the employee shall, at the same time, be given the opportunity to explain his behavior, actions, and/or appearance. Upon request, the employee shall have the right to Union representation, provided that the procurement of such representation shall not unnecessarily delay testing. The objective facts and reasonable inferences drawn from these facts shall be reduced to writing, with a copy given to the employee and the Union, within three (3) working days of the order for testing.

#### Collection and Testing Procedures

Testing for drugs and/or alcohol under this policy shall be at the expense of the Company, and shall be conducted in accordance with 49 CFR Part 40, Subparts A, B, C and D,



as amended from time to time, with the exception of Section 40.1, the reference to “applicant” in the definition of “employee” in Section 40.3 and Section 40.31(d). The “split sample” method of collection, as set forth in those Regulations, shall be used.

Ramification of a Positive Test

An employee who tests positive for drugs and/or alcohol as set forth above will be offered an opportunity to sign a last chance agreement or be immediately discharged from employment.

When a positive drug test may be result of the use of prescribed drug, the employee will be required to submit proof of the prescription within forty-eight (48) hours of the test, together with a written statement from his or her physician approving the use of the drug during working hours.


**APPENDIX E**  
**HEALTHCARE TASK FORCE**

**IT IS HEREBY AGREED** by and between the **CITY OF EAST LANSING** (hereinafter referred to as "The CITY") and the **POAM**, (hereinafter referred to as "The UNION") as follows:

1. The parties agree that the City of East Lansing's Healthcare Task Force is the preferred method for resolving healthcare benefit issues between the City and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Task Force, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group's decision to opt-out of the Task Force, or the Task Force's decisions, does not limit the ability of the remaining groups to continue with the collaborative process.
2. In order to retain this successful, collaborative process, the parties agree to the following: During any annual renewal process the Healthcare Task Force will comply with all State legislation regarding this issue, specifically but not limited to, Public Act 152, the Publicly Funded Health Insurance Contribution Act.
3. In the event that the parties are unable to agree to plan options that comply with State legislation within 60 days of the annual renewal period, the aforementioned healthcare re-opener shall immediately commence with both parties being free to make proposals, as well as being obligated to bargain over the health insurance issue.

This Letter of Agreement is signed by the parties' authorized representatives.

**CITY OF EAST LANSING**



Shelli Neumann  
Human Resources Director

Dated: 3/6/2018

**UNION**

  
Jeff Spitz  
President

Dated: 2/8/18

## **APPENDIX F**

### **EMPLOYEMENT OF RELATIVES POLICY**

The parties have met and discussed the "Employment of Relatives Policy" as proposed by the City.

1. The Union has disclosed that certain existing employees would be affected by the policy, either in their current capacity, or in the event that they seek a promotion, due to the employment of a "relative" with the City of East Lansing, as defined under the policy.
2. In order to accommodate these existing circumstances and establish certain conditions from this point forward, the City and Union agree that these employees will be provided the following accommodation under the policy. All supervisory employees who have a relative, as defined under the policy, within their department will be permitted to continue in their current position. They agree to work with the City to assure that they will not have direct supervisory responsibility for the relative unless such a supervisory relationship already exists. Any current member with the opportunity to seek a promotion that has the potential to create a conflict under the policy will, likewise, be accommodated to the fullest extent possible. An accommodation to the fullest extent possible means that the division or on a shift that removes the relative from being a direct or indirect report. The City will not create a new position in order to accommodate an employee under this policy; however, transfer to another shift or division, of which the employee is qualified, is clearly within the intent to accommodate. Only in instances where there are no other alternative positions or shifts available will the promotion be denied.
3. Both parties agree that circumstances not addressed under this letter will fall under the policy. Any future relationships that arise after the adoption of this policy will be handled solely under the policy.
4. The need to accommodate under this policy may impact shift bid, shift preference, or work assignment selections. The parties understand that these accommodations are necessary to promote fair and efficient management.

## APPENDIX G

### INSTRUCTIONS FOR PERFORMANCE APPRAISAL

2007

1. Monthly Review – Each officer will meet with a shift supervisor at the beginning of each month to review their performance and activity from the previous month. A copy of all documentation, including; monthly statistics, report correction sheets, contact sheet, counseling, discipline, and cover sheet should be reviewed and placed in the employee's file. In an effort to ensure consistency and track performance from month to month, the shift or bureau lieutenant is responsible for reviewing all monthly reports.

2. Mid-year Review – In early July, each sergeant will complete the mid-year review form for all officers assigned to him/her. The review should summarize each officer's performance in each of the rating categories for the first six months of the year.

3. Pre Evaluation Form - In December, each employee should complete the pre-evaluation form and turn it in to their evaluating supervisor by the end of the month. The form should contain any information that the employee would like to be considered that has not already been documented.

4. Draft Evaluation – During the first two weeks of January, each sergeant will prepare a draft evaluation for each officer assigned to them. The draft should contain the rating sheet, and all supporting documentation as well as notes that support the ratings.

5. Evaluating Meeting – During the third week of January, all rating supervisors will meet and determine each officer's final evaluation. **Evaluations should be based on observed and documented behavior.** Observations reported by other supervisors should be noted at this time. Supervisors recommending an "unacceptable" or "exceptional" rating should be prepared to provide supporting documentation for review and discussion.

6. Final Evaluation – Each supervisor will prepare a final evaluation for the officers that are assigned to them using the ratings that were determined at the evaluation meeting. The evaluation should include the rating sheet and a supplemental narrative document that summarizes categories 4-10. The summary should consist of observed behaviors and should not re-state descriptions of categories. If an employee receives a "unacceptable" or "exceptional" rating in any category, supporting documentation should also be provided. Examples include; copies of reports, statistics, memos, letters, etc.

7. Evaluation Meeting – Each supervisor should meet with their assigned officers no later than February 15 unless the officer is on an extended leave of absence. If the employee receives a "unacceptable" score in any category, the supervisor will meet with their respective lieutenant to determine if corrective action is necessary.

8. Evaluations will only be numerically scored if there is a promotional process during that rating period. Employees who do not wish to be considered for promotion will not receive a numerical score.

9. If an officer feels that their evaluation is not accurate, they may appeal their rating to their lieutenant. The appeal should be in writing and should contain specific detail as to why the rating is not accurate. If the employee is not satisfied with the lieutenant's ruling they may appeal in writing to their captain. The captain's decision is final.



**Pre-evaluation Form**

Name: \_\_\_\_\_ Rating Period: \_\_\_\_\_

Special achievements since last evaluation:

Special problems or mitigating circumstances since last evaluation:

Additional information you would like to be considered for this rating period:

**Mid Year Review Summary Sheet:**

Officer: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Supervisor Comments:

Date reviewed with Officer: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_

Date TOT Captain: \_\_\_\_\_

Signature of Captain: \_\_\_\_\_

\*Attach to Mid Year Review Score Sheet and place with contact sheet file.

Mid-Year Review Score Sheet																		
Rating Anchor	Alcohol Officer			Patrol Officer			Detective			Metro Officer			Quartermaster			School Officer		
	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E
Dependability	U	A		U	A		U	A		U	A		U	A		U	A	
Technical Competence	U	A		U	A		U	A		U	A		U	A		U	A	
Professionalism	U	A		U	A		U	A		U	A		U	A		U	A	
Written Communication	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E
Case Building	U	A	E	U	A	E	U	A	E	U	A	E	NA	NA	NA	U	A	E
Assigned Tasks	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E
Asg. App. Act.	U	A	E	U	A	E	NA	NA	NA	NA	NA	NA	U	A	E	U	A	E
Self-Init. Act.	U	A	E	U	A	E	U	A	E	U	A	E	NA	NA	NA	U	A	E
Participation	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E
Teaching	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	U	A	E
Evidence	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	U	A	E	NA	NA	NA
Case Mgmt.	NA	NA	NA	NA	NA	NA	U	A	E	U	A	E	NA	NA	NA	NA	NA	NA
Traffic Enforcement	NA	NA	NA	U	A	E	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Organization	U	A	E	NA	NA	NA	NA	NA	NA	NA	NA	NA	U	A	E	NA	NA	NA

Performance Appraisal Promotional Scoring																		
Rating Anchor	Alcohol Officer			Patrol Officer			Detective			Metro Officer			Quartermaster			School Officer		
	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E	U	A	E
Dependability	0	5		0	5		0	5		0	5		0	5		0	5	
Technical Competence	0	5		0	5		0	5		0	5		0	5		0	5	
Professionalism	0	5		0	5		0	5		0	5		0	5		0	5	
Written Communication	0	7.5	15	0	7.5	15	0	7.5	15	0	7.5	15	0	7.5	15	0	7.5	15
Case Building	0	7.5	15	0	7.5	15	0	7.5	15	0	7.5	15	0	7.5	15	0	7.5	15
Assigned Tasks	0	7.5	15	0	5	10	0	5	10	0	5	10	0	7.5	15	0	5	10
Asg. App. Act.	0	5	10	0	5	10	NA	NA	NA	NA	NA	NA	0	5	10	0	5	10
Self-Init. Act.	0	5	10	0	7.5	15	0	5	10	0	10	20	NA	NA	NA	0	5	10
Participation	0	5	10	0	5	10	0	5	10	0	5	10	0	5	10	0	5	10
Teaching	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0	10	20
Evidence	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0	10	20	NA	NA	NA
Case Mgmt.	NA	NA	NA	NA	NA	NA	0	10	20	0	5	10	NA	NA	NA	NA	NA	NA
Traffic Enforcement	NA	NA	NA	0	5	10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Organization	0	5	10	NA	NA	NA	NA	NA	NA	NA	NA	NA	0	7.5	15	NA	NA	NA



East Lansing Police Department  
Employee Performance Appraisal  
**Patrol Officer**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Year: \_\_\_\_\_

**Ratings:**

- Acceptable – employee is performing in accordance with Department expectations.
- Exceptional – employee is performing well above Department expectations.
- Unacceptable – employee is not performing in accordance with Department expectations.

**A. Essential Job Functions:**

1. **Dependability** – Reports for all duty assignments on time. Attends all scheduled meetings, training, and court appearances. Completes and turns in reports, tickets, follow up, and other assignments on time. Sick time usage is in accordance with Department policy and procedure.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, and policy & procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety techniques. Uses appropriate crime scene/ accident investigation techniques. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Is able to perform all essential job functions.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

3. **Professionalism** – Applies good judgment, discretion, and self-control. Exhibits good verbal and non-verbal communication and listening skills. Treats everyone with fairness, courtesy and respect. Accepts responsibility and is accountable for actions. Presents a professional appearance through grooming and dress in conformance with Department standards. Seeks feedback on job performance and works toward correcting deficiencies.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

**B. Quality and thoroughness of work:**

4. **Written communication** – Police reports, daily activity reports, memos, accident reports, tickets, proposals, tip sheets, email and other written communications are concise, logical, legible and contain all pertinent and necessary information, including; witness statements, evidence collection documentation, elements of the crime, and victim/witness/suspect contact information.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

5. **Case Building** – Conducts a thorough initial investigation and follows up/follows through on all cases. Collects evidence when appropriate. Identifies witnesses and suspects and collects all contact information. Identifies and investigates all elements of the crime.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

6. **Assigned Tasks** – Effectively and efficiently handles dispatched or supervisor-requested tasks or requests for service. Examples include; calls for service, subpoena service, alarm response, medic assist, motorist assists, traffic control, noise calls, and assisting other officers on calls or traffic stops. Makes written documentation of incidents when appropriate.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

**C. Initiative:**

7. **Traffic Enforcement** – Uses non-directed patrol time to seek out traffic violations. Uses good judgment when enforcing traffic laws and accidents. Meets expectations set by the Department.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

8. **Shift appropriate activity**- Uses non-directed patrol time to seek out all shift appropriate activity, including; problem solving analysis, sector issues, property inspections, assisting

other officers on calls or traffic stops, suspicious subject/situation checks, bar checks, foot patrol, bike patrol, and ELPD warrant follow up.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

9. **Self initiated activity** – Uses non-directed patrol time to seek out all criminal activity and takes appropriate enforcement action. Examples include; issuance of appearance tickets, conducting crime pattern analysis, OWI arrests, warrant arrests, self-initiated complaint reports, other misdemeanor and felony arrests.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

10. **Participation** – volunteers for special assignments, special units and/or special projects, conducts employee training presentations, volunteers for; committees, neighborhood/school meetings/presentations, proposals, community partnerships, ride-a-longs, shift assignments, calls for service, etc.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

East Lansing Police Department  
Employee Performance Appraisal  
**Detective**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Year: \_\_\_\_\_

Ratings:

- Acceptable – employee is performing in accordance with Department expectations.
- Exceptional – employee is performing well above Department expectations.
- Unacceptable – employee is not performing in accordance with Department expectations.

**A. Essential Job Functions:**

1. **Dependability** – Reports for all duty assignments on time. Is available for call-back assignments and willing to work various hours. Attends all scheduled meetings, training and court appearances. Completes and turns in reports, follow up, and other assignments on time. Sick time usage is in accordance with Department policy and procedure.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, and policy & procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety techniques. Uses appropriate crime scene investigation techniques. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Is able to perform all essential job functions.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

3. **Professionalism** – Applies good judgment, discretion, and self-control. Exhibits good verbal and non-verbal communication and listening skills. Treats everyone with fairness, courtesy and respect. Accepts responsibility and is accountable for actions. Presents a professional appearance through grooming and dress in conformance with Department standards. Seeks feedback on job performance and works toward correcting deficiencies.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*



**B. Quality and thoroughness of work:**

4. **Written communication** – Police reports, daily activity reports, memos, proposals, tip sheets, email, and other written communications are concise, logical, legible and contain all pertinent and necessary information.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

5. **Case Building** – Conducts a thorough initial investigation and follows up/follows through on all cases. Collects evidence when appropriate. Identifies witnesses and suspects and obtains all contact information. Identifies and investigates all elements of the crime. Conducts thorough interviews and interrogations.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

6. **Assigned Tasks** – Effectively and efficiently handles tasks or requests for service. Examples include; assisting other officers, dignitary protection, surveillance, warrant follow-up, crime scene investigation, evidence collection and processing, etc. Makes written documentation of incidents when appropriate. Updates CPLIMS or Visionair records management system on a regular basis.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

**C. Initiative:**

7. **Case Management-** Completes all investigations in an organized and timely manner. Periodically updates victims as deemed appropriate. Prioritizes investigations appropriately. Plans and schedules work time to maximize efficiency and effectiveness. Maintains files and documents in a systematic and orderly fashion.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

8. **Self initiated activity** – Uses non-directed time to seek out all criminal activity and takes appropriate enforcement action. Examples include; crime pattern analysis, suspicious subject/situation investigation, warrant follow-up, problem solving initiatives, sector issues, and assisting other officers.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

9. **Participation** – Volunteers for special assignments, special units and/or special projects, conducts employee training presentations, volunteers for; committees, neighborhood/school meetings/presentations, proposals, community partnerships, intern observations, etc.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

East Lansing Police Department  
Employee Performance Appraisal  
**School Resource Officer**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Year: \_\_\_\_\_

**Ratings:**

- Acceptable – employee is performing in accordance with Department expectations.
- Exceptional – employee is performing well above Department expectations.
- Unacceptable – employee is not performing in accordance with Department expectations.

**A. Essential Job Functions:**

1. **Dependability** – Reports for all duty assignments on time. Able to work flexible hours, depending on community, and school events. Attends all scheduled meetings, training sessions, and court appearances. Completes and turns in reports, tickets, follow up, and other assignments on time. Sick time usage is in accordance with Department policy and procedure.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, and policy & procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety techniques. Uses appropriate crime scene/ accident investigation techniques. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Is able to perform all essential job functions.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

3. **Professionalism** – Applies good judgment, discretion, and self-control. Exhibits good verbal and non-verbal communication and listening skills. Treats everyone with fairness, courtesy and respect. Accepts responsibility and is accountable for actions. Presents a professional appearance through grooming and dress in conformance with department standards. Seeks feedback on job performance and works toward correcting deficiencies.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

**B. Quality and thoroughness of work:**

4. **Written communication** – Police reports, lesson plans, daily activity reports, memos, tickets, proposals, tip sheets, emails, and other written communications are concise, logical, and legible and contain all pertinent and necessary information.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

5. **Case Building** – Conducts a thorough initial investigation and follows up/follows through from inception through prosecution on all cases. Contacts proper social services agencies when appropriate. Collects evidence when appropriate. Identifies witnesses and suspects and obtains all contact information. Identifies and investigates all elements of the crime.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

6. **Assigned Tasks** – Effectively and efficiently handles assigned tasks or requests for service. Examples include; conducting yearly lockdown drills, planning, coordinating and implementing special events such as National Night Out, safety fairs, Camp ELPD, etc. Makes special presentations to community groups. Makes written documentation of incidents when appropriate.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

**C. Initiative:**

7. **Teaching** – Effectively prepares for and teaches T.E.A.M. classes to K-12 in the East Lansing Public Schools and St. Thomas Aquinas Catholic Schools. Effectively prepares for and makes presentations to special interest groups within the City of East Lansing on various subjects such as; elder abuse, CSC, alcohol/substance abuse & prevention, neighborhood safety, etc.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*



8. **Assignment appropriate activity-** Uses non-directed duty time to seek out all work related activity, including; problem solving initiatives, sector issues, assisting other officers with projects or assignments, developing and implementing crime prevention programs, procure funding for programs, foot patrol, bike patrol, and school zone traffic enforcement.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

9. **Self initiated activity** – Uses non-directed patrol time to seek out all criminal activity and takes appropriate enforcement action. Examples include; truancy, smoking violations, crime pattern analysis, and other status offenses, as well as any criminal offense on or near school grounds.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

10. **Participation** – volunteers for special assignments, special units and/or special projects, conducts training presentations, volunteers for; committees, neighborhood/school meetings/presentations, proposals, community partnerships, etc. Works closely with school officials. Participates in school extracurricular activities as deemed necessary.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

East Lansing Police Department  
Employee Performance Appraisal  
**Alcohol Enforcement and Education Officer**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Year: \_\_\_\_\_

**Ratings:**

- Acceptable – employee is performing in accordance with Department expectations.
- Exceptional – employee is performing well above Department expectations.
- Unacceptable – employee is not performing in accordance with Department expectations.

**A. Essential Job Functions:**

1. **Dependability** – Reports for all duty assignments on time. Attends all scheduled meetings, training sessions, and court appearances. Is able to work flexible hours. Completes and turns in reports, tickets, follow up, and other assignments on time. Sick time usage is in accordance with Department policy and procedure.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, and policy & procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety techniques. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Is able to perform all essential job functions.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

3. **Professionalism** – Applies good judgment, discretion, and self-control. Exhibits good verbal and non-verbal communication and listening skills. Treats everyone with fairness, courtesy and respect. Accepts responsibility and is accountable for actions. Presents a professional appearance through grooming and dress in conformance with Department standards. Seeks feedback on job performance and works toward correcting deficiencies.

*Rating: (unacceptable or acceptable)* \_\_\_\_\_

*Narrative: (if unacceptable)*

**B. Quality and thoroughness of work:**

4. **Written communication** – Police reports, liquor license application reports, liquor license permits, daily activity reports, memos, tickets, proposals, tip sheets, email and other written communications are concise, logical, legible and contain all pertinent and necessary information.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

5. **Case Building** – Conducts a thorough initial investigation and follows up/follows through on all cases. Collects evidence when appropriate. Identifies witnesses and suspects and obtains all contact information. Identifies and investigates all elements of the crime.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

6. **Assigned Tasks** – Effectively and efficiently handles assigned tasks and requests for service. Examples include; completing liquor license permits and transfers, conducting alcohol stings, attending RHC meetings, attending weekly site plan review meetings, conducting background investigations for new liquor license applicants, updating and maintaining billing for false alarms, assisting with planning for the homecoming parade, assisting with yearly license renewals for all restaurants, conducting yearly license inspections for tobacco sales, assisting City Clerk with outdoor service permits and taxi cab licenses, preparing a yearly report for City Council on all licensed liquor establishments in East Lansing, assisting with Spotlight grant, updating ELPD liquor files, responding to calls for service, assisting other officers on calls or traffic stops. Makes written documentation of incidents when appropriate.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

**C. Initiative:**

7. **Assignment appropriate activity-** Uses non-directed patrol time to seek out all work related activity, including; problem solving analysis, sector issues, assisting other officers on calls or traffic stops, assisting with other CAB activities, suspicious subject/situation checks, liquor inspections, foot patrol, and bike patrol.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

8. **Self initiated activity** – Uses non-directed time to seek out all criminal activity and takes appropriate enforcement action. Examples include; issuance of appearance tickets, OWI arrests, liquor law violations, alcohol awareness presentations, alcohol training for bar staff, warrant arrests, self-initiated complaint reports, and other misdemeanor and felony arrests.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

9. **Organization** – Plans and schedules work time to maximize efficiency and effectiveness. Prioritizes tasks and responsibilities in order of importance. Maintains files and documents in a systematic and orderly fashion.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

10. **Participation** – volunteers for special assignments, special units and/or special projects, conducts Department training presentations, volunteers for; committees, neighborhood/school meetings/presentations, community partnerships, ride-a-longs, etc.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

East Lansing Police Department  
Employee Performance Appraisal  
**Metro Narcotics Officer**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Year: \_\_\_\_\_

**Ratings:**

- Acceptable – employee is performing in accordance with Department expectations.
- Exceptional – employee is performing well above Department expectations.
- Unacceptable – employee is not performing in accordance with Department expectations.

**A. Essential Job Functions:**

1. **Dependability** – Reports for all duty assignments on time. Is available for call back assignments and willing to work various hours. Attends all scheduled meetings, training sessions, and court appearances. Completes and turns in reports, follow up, and other assignments on time. Sick time usage is in accordance with Department policy and procedure.

**Rating:** (unacceptable or acceptable) \_\_\_\_\_

**Narrative:** (if unacceptable)

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, and policy & procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety and tactical raid entry techniques. Uses appropriate crime scene investigation and evidence processing techniques. Properly accounts for large quantities of narcotics and money. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Is able to perform all essential job functions.

**Rating:** (unacceptable or acceptable) \_\_\_\_\_

**Narrative:** (if unacceptable)

3. **Professionalism** – Applies good judgment, discretion, and self-control. Exhibits good verbal and non-verbal communication and listening skills. Treats everyone with fairness, courtesy and respect. Accepts responsibility and is accountable for actions. Works effectively with prosecutors and other police agencies. Presents an appropriate appearance through grooming and dress in conformance with Department standards. Seeks feedback on job performance and works toward correcting deficiencies.

**Rating:** (unacceptable or acceptable) \_\_\_\_\_

**Narrative:** (if unacceptable)



**B. Quality and thoroughness of work:**

4. **Written communication** – Police reports, search warrants, weekly reports, memos, proposals, tip sheets, email, and other written communications are concise, logical, legible and contain all pertinent and necessary information.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

5. **Case Building** – Conducts a thorough initial investigation and follows up/follows through on all cases. Conducts thorough interviews/interrogations. Identifies witnesses and suspects and collects all contact information. Identifies and investigates all elements of the crime.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

6. **Assigned Tasks** – Effectively and efficiently handles routine tasks or assignments. Examples include; surveillance, evidence collection and processing, narcotics purchases, hemp detection, search warrant execution, and forfeiture proceedings. Makes written documentation of incidents when appropriate.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

**C. Initiative:**

7. **Case Management**- Completes all investigations in an organized and timely manner. Prioritizes investigations appropriately. Plans and schedules work time to maximize efficiency and effectiveness. Maintains files and documents in a systematic and orderly fashion.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

8. **Self initiated activity** - Uses non-directed time to seek out narcotics related activity, including conducting “knock-and- talks”, reviewing tip sheets, reviewing patrol reports, conducting trash pulls, problem solving analysis, sector issues, assisting other team members, suspicious subject/situation checks, warrant follow up, developing confidential informants, conducting crime pattern analysis, and establishing community contacts

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

9. **Participation** – volunteers for special assignments, special units and/or special projects, attends briefings, conducts employee training presentations, volunteers for; committees, neighborhood/school meetings/presentations, proposals, community partnerships, etc.

**Rating:** (*unacceptable, acceptable, exceptional*) \_\_\_\_\_

**Narrative:**

East Lansing Police Department  
Employee Performance Appraisal

**Quartermaster**

Name: \_\_\_\_\_ Division: \_\_\_\_\_ Year: \_\_\_\_\_

**Ratings:**

- Acceptable – employee is performing in accordance with Department expectations.
- Exceptional – employee is performing well above Department expectations.
- Unacceptable – employee is not performing in accordance with Department expectations.

**A. Essential Job Functions:**

1. **Dependability** – Reports for all duty assignments on time. Attends all schedule meetings, training and court appearances. Completes and turns in all reports on time. Completes all duties and assignments in a timely manner. Sick time usage is in accordance with Department policy and procedure.

**Rating:** (unacceptable or acceptable) \_\_\_\_\_

**Narrative:** (if unacceptable)

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, and policy & procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety techniques. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Is able to perform all essential job functions.

**Rating:** (unacceptable or acceptable) \_\_\_\_\_

**Narrative:** (if unacceptable)

3. **Professionalism** – Applies good judgment, discretion, and self-control. Exhibits good verbal and non-verbal communication and listening skills. Treats everyone with fairness, courtesy and respect. Accepts responsibility and is accountable for actions. Presents a professional appearance through grooming and dress in conformance with Department standards. Seeks feedback on job performance and works toward correcting deficiencies.

**Rating:** (unacceptable or acceptable) \_\_\_\_\_

**Narrative:** (if unacceptable)

**B. Quality and thoroughness of work:**

4. **Written communication** – Police reports, memos, evidence logs, proposals, tip sheets, email and other written communications are concise, logical, and legible and contain all pertinent and necessary information.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

5. **Evidence Control** – Uses proper evidence control methods. Accurately maintains a log of all property that enters and exits the evidence room and storage facility. Transports evidence to and from the crime lab in a timely manner. Properly destroys evidence, guns, and ammunition. Properly disposes of found property, bicycles and beer kegs.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

6. **Assigned Tasks** – Effectively and efficiently handles tasks or requests for service. Examples include; making evidence videos, ordering uniforms and equipment, purchasing supplies for; the jail, report room, patrol cars, and food for special events, purchasing supplies for the Citizens Academy. Makes written documentation of incidents when appropriate.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

**C. Initiative:**

7. **Assignment appropriate activity-** Uses non-directed time to seek out all assignment appropriate activity, including; problem solving initiatives, sector issues, assisting other officers with evidence and equipment related issues, organizing; the evidence room, impound lot, Hannah off-site storage, and supply room.

*Rating: (unacceptable, acceptable, exceptional)* \_\_\_\_\_

*Narrative:*

8. **Organization** - Plans and schedules work time to maximize efficiency and effectiveness. Prioritizes tasks and responsibilities in order of importance. Maintains files and documents in a systematic and orderly fashion.

**Rating:** (unacceptable, acceptable, exceptional) \_\_\_\_\_

**Narrative:**

9. **Participation** – volunteers for special assignments, special units and/or special projects, conducts Department training presentations, volunteers for; committees, neighborhood/school meetings/presentations, proposals, community partnerships, etc.

**Rating:** (unacceptable, acceptable, exceptional) \_\_\_\_\_

**Narrative:**



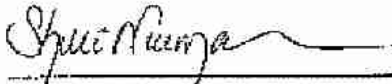
**LETTER OF UNDERSTANDING: POLICE EVIDENCE AND TECHNOLOGY TECHNICIAN**

This shall serve as a letter of agreement between the City of East Lansing and the POAM. The Parties agree to the following:

1. The position of Police Evidence and Technology Technician, a newly created position, shall be included in the POAM unit.
2. This position shall be responsible for the duties that have been performed by the Quartermaster position, and additional responsibilities have been added.
3. The Police Evidence and Technology Technician will be a civilian employee position.
4. The benefits assigned to this position, including retirement, health insurance, dental insurance, life insurance, and time-off accruals are the same as those established for Jail Service Officers in the POAM collective bargaining agreement. (POAM contract will be updated to include the new classification.)
5. On the occasion of Jail overtime, Jail Service Officers will be eligible first; Police Officers second; and, the Evidence and Technology Technician third.
6. In the event that civilian job classifications are removed from the POAM unit, the Police Evidence and Technology Technician position will be part of that civilian-designated group.


This Letter is signed by the Parties' authorized representatives.

**CITY OF EAST LANSING**

  
Shelli Neumann  
Human Resources Administrator

11/12/12

**P.O.A.M.**

  
Daniel DeKorte  
POAM, President