



AGREEMENT
BETWEEN
CITY OF EAST LANSING
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN
REPRESENTING
EAST LANSING SUPERVISORY DIVISION

Effective July 1, 2017 to June 30, 2019

East Lansing Command Officer Association Index

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ARTICLE 1
AGREEMENT

1.1: This Agreement is entered into between the CITY OF EAST LANSING, Michigan, hereinafter referred to as the "City" and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM), hereinafter referred to as the "Union".

ARTICLE 2
PURPOSE AND INTENT

2.1: 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 3
RECOGNITION

3.1: 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 of all regular full-time sworn employees of the Police Department of the City of East Lansing whose positions are classified as Sergeant and Lieutenant. All other employees in this department are excluded from recognition in this bargaining unit.

ARTICLE 4
PUBLIC SECURITY

4.1: 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, including strikes or job actions taken in sympathy for the actions of another labor union, 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 5
UNION DUES CHECK OFF

5.1: Check Off. The City shall collect Union dues on a monthly basis from all employees within the bargaining unit that are members of the Union and who have executed the authorization for check-off dues form (Appendix A)

5.2: Transfer of Dues Monies. The City will deduct from the first pay of each month the authorized Union dues or service fees for such month and promptly remit the same to the Treasurer of the Union. 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 Union Treasurer who is the sole authorized representative of the Union for the purpose of certifying the amount of such change.

ARTICLE 6 AGENCY SHOP

6.1: 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.

6.2: 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 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.

6.3: 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 for said employee due the Union as their fair share of costs attributable to negotiating the terms of this agreement, which sum shall not include by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for Union activities.

6.4: Should this contract provision be held by the 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 taken by the City for the purposes of complying with this article.

ARTICLE 7 REPRESENTATION

7.1: The bargaining committee of the Union 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 Union 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.

7.2: East Lansing Police Command Officers who are scheduled for duty time at the same time that 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 (1) 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 8
GRIEVANCE PROCEDURE

8.1: Definition of a Grievance. A grievance is defined as a claim reasonably and logically founded of 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.

8.2: 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. No grievance shall be valid for more than fifteen (15) Calendar days prior to the date the grievance was first filed in Step 1 of the grievance procedure.
- C. Management representatives shall date and sign the grievance indicating receipt thereof.
- D. When a management representative returns the form with his answer on it, the Union shall date and sign the grievance indicating receipt thereof.
- E. A grievance not appealed to the next higher step within the 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 completing time limits, Saturdays, Sundays and holidays (as established by this Agreement) shall be excluded.

8.3: Steps of the Grievance Processing. Whenever a grievance arises, an employee may present said grievance to his immediate supervisor outside the bargaining unit 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 immediate supervisor to discuss the grievance. If the issue is unresolved, the employee may contact his representative who shall reduce the grievance to writing, on a form provided by the Union, and then present it according to the following procedure and to all of the rules for grievance processing of Section 8.2 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 management representative at any step as a basis of permanent grievance denial. Any grievance so designated shall not be appealed to the next higher step nor shall it be resubmitted, since the designation of permanent means "not reviewable in any form whatsoever."

Step 1 (Verbal). A representative, no later than the day following the employee contact, shall present the written grievance to the first immediate supervisor outside the bargaining unit. The command officer, no more than fifteen (15) calendar days later, shall write his answer on the form and return same to the employee's representative.

Step 2. If the command officer's answer in step 1 is not satisfactory to the Union, the employee's representative may, within fifteen (15) days thereafter, present it to the Police Chief or his designated representative who shall answer it, in writing, on the form no more than fifteen (15) calendar days later.

Step 3. If the answer of the Police Chief in step 2 is not considered satisfactory by the Union, the employee's representative or his designee may, within fifteen (15) calendar days thereafter present it to the City Manager. The City Manager or his designee will call a meeting with the Union within fifteen (15) days, unless there is mutual agreement not to meet. The City Manager shall answer the grievance, in writing, no later than fifteen (15) calendar days following the meeting.

Step 4. In the event the above steps fail to resolve the grievance or settle the dispute, either party may, within fifteen (15) calendar days, notify the other, in writing, of its intent to seek arbitration.

Step 5. The Union shall have exclusive authority to initiate and prosecute grievances under this Article except that any individual employee or group of employees shall have the right to, at any time, discuss a grievance with the immediate supervisor outside the bargaining unit for the purpose of settling such grievance as specified in the preamble of this Section 8.3.

Step 6. 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. 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 (with copy to 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 proposed arbitrators from the Midwestern area of the United States, provided that they are members of the National Academy of Arbitrators who reside within the State of Michigan or within 250 miles of the City of East Lansing. Upon receipt of a satisfactory panel, the parties shall promptly meet and select an arbitrator for the panel by each alternately striking names therefrom, until only one name remains.

If the services of the Federal Mediation and Conciliation Service are, because of Federal Statute or for any other reason, no longer available to the City and the Union, the services of the American Arbitration Association shall be substituted.

3. The arbitrator shall limit his decision to the interpretation, application and enforcement of this Agreement and he/she shall be without power of authority to make any decision:

- a. Regarding any issues other than the issue(s) submitted to him.
 - 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 this 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 the Federal Mediation and Conciliation Service/American Arbitration Association 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 jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees and Union.
8. In the event the grievance is granted in its entirety, the City shall pay the costs of arbitration. In the event the grievance is denied in its entirety, the Union shall pay the costs of the arbitration. In the event there is any other disposition of a grievance, the costs shall be shared equally. For the purposes of this provision, the term "costs" shall include the arbitrator's fees, transcript and court reporter attendance fees, and the cost of the hearing room. The aggrieved and his total representation shall not lose pay for time off the job while attending the arbitration proceedings.
- 8.4: Election of Remedies. The City and the Union, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once the Union has elected to pursue a remedy by State Statute or City ordinance for alleged conduct which may also be a violation of this agreement, the Union shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the union filing.

ARTICLE 9 DISCIPLINE

9.1: The Union and the City 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, under the Constitution and this collective bargaining agreement, of any officer who is under investigation or is otherwise implicated in any such activity.

9.2: Discipline within the Department will assure that all rights and guarantees are provided; the employer agrees that in imposing discipline, the Department will act in a fair, consistent and equitable manner, and any punishment will be related to the offense committed with due regard to the circumstances of the case and for the employee's past record. The Employer and Department recognize the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure.

9.3: The Employer and the Union mutually agree that in general they will follow the principles of corrective and progressive discipline.

9.4: Written notice of all discharge and discipline suspensions shall be given to the member and Union.

9.5: Whereas the Department has the right to administer just and fair punishment, it will do so with the following restrictions:

A. After the penalties have been prescribed and the member feels these penalties are not founded, not just, or too severe, if the member files a grievance, they may substitute use of his accrued leave time, exclusive of sick leave, until the Union has exhausted its appeal processes.

B. Charges of violation of Rules & Regulations Department Process must be brought about within ten (10) days of said occurrence or when the Department became aware of the occurrence.

C. An employee shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, which may adversely affect his hours, wages or working conditions as a result of the exercise of his rights under this Article.

D. No member shall be summoned before a superior officer for any type of hearing or investigation or interview where disciplinary action may result without first having a Union representative present.

E. Notification shall be given to the Steward or Union Officers prior to any disciplinary action taken against any member.

F. The Steward and/or other representatives of the Union 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.

This shall in no way prohibit questions or inquiries from the arbitrator during a hearing.

G. A member's personnel record shall be reviewed after twenty-four (24) months of satisfactory service, and all written warnings appearing therein shall be deleted.

H. In the event the Union concludes that a member has been unjustly dismissed or suspended in excess of ten (10) working days or longer, it may, within thirty (30) calendar days after receipt of the judgment, appeal such judgment to arbitration as provided. The arbitrator shall review the cause of action and the justness of the punishment imposed based upon the record in arbitration. If the arbitrator decides that the punishment imposed was unduly harsh or lenient, he/she may modify the findings and punishment accordingly, and his decision shall be final and binding upon the parties and the affected members.

ARTICLE 10
MANAGEMENT RIGHTS

10.1: 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 City-elected officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to 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 work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day;
- G. to permit municipal employees 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 prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification;
- J. to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- K. to establish work schedules;
- L. to discipline and discharge employees for cause;
- M. to adopt, revise and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation 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.

ARTICLE 11
SENIORITY AND PROBATION

11.1: Definitions of Seniority. Seniority shall be defined as the following:

- A. City Seniority: City seniority shall be the status attained by an employee for the length of his continuous, full-time service in the City since his last appointment date. Regular part-time employees who subsequently acquire full-time status shall be given credit for their part-time service with the City in determining their City seniority. Such credit shall be equal to the average number of hours worked per week, divided by forty (40.0) hours, times the number of years worked.
- B. Department Seniority: Department seniority shall be the status attained by an employee for the length of his continuous, full-time service in the Police Department in a sworn position since his last appointment date.
- C. Classification Seniority: Classification seniority shall mean the status attained by an employee for the length of his continuous, full-time service in a particular classification. Classification seniority begins when an employee enters a classification and includes his seniority in an equal or higher classification within the Department.

11.2: Probationary Period. An employee hired or promoted into a position which is covered by this agreement shall be on probation for the first twelve (12) months of continuous, regular, full-time employment in the position. An employee promoted into a position covered by this agreement and then rejected during his probationary period shall have the right to resume the position from which he/she was promoted unless that position has been abolished.

11.3: Probationary Employees. There shall be no classification seniority among probationary employees. However, once an employee successfully completes his probationary period, his classification seniority is retroactive to his date of hire or promotion into the position.

11.4: Probationary employees shall be evaluated every three (3) months, using the supervisory ratings in place at the time of the required evaluation. The evaluation process and forms used as outlined in Article 56 of the collective bargaining agreement.

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

- A. The member resigns or quits;
- B. The member is discharged for just cause;

- C. The member retires; Unless the employee retires under PRECP Plan.
- D. The member has been on layoff for a period of time equal to his seniority at the time of his layoff or four (4) years, whichever is less;
- E. The member is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, before the beginning of the third work day following the absence, without notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE 12 LAYOFF AND RECALL

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

12.2: Order of Layoff. 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 30, Special Meetings. Employees shall be laid off in inverse department seniority order based on capability of performing available jobs, and they shall be recalled in the same order.

12.3: Demotion. In the event of layoffs, if demotions become necessary an employee subject to demotion shall be demoted by classification seniority to a lower position in the Police Department as a sworn officer provided that he/she is qualified for the position.

12.4: Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days prior notice.

12.5: Recall from Layoff. 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. Employees who decline recall or who, in 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.

12.6: Restoration to Positions From Which Demoted. Employees to be restored to positions from which they had been demoted shall be given ten (10) calendar days in which to accept restoration to former classification, and restoration shall be in inverse order of demotion.

ARTICLE 13 HOURS OF WORK

13.1: Work Day and Hours. Employees covered hereby are required to be on duty a minimum of their scheduled duty hours (8, 10 or 12) during each scheduled duty day, except as excused by management.

13.2: Patrol Division 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 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.

13.3: Work Days. Number – Non Patrol officers will work 16 ten hour days in a 28 day period for a 40 hour work week.

13.4: Employees covered hereby shall receive an annual salary for their work as defined in Appendix "C" hereof.

13.5: 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 City Manager.

13.6: Employees covered hereby shall be entitled to a one-half hour paid lunch period for each scheduled duty day. During the lunch period, officers shall remain in radio service.

13.7: Scheduling. A shift schedule will be posted once every 30 days indicating the normal work day for every member of the bargaining unit. Said schedule shall be posted at least five 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.

ARTICLE 14 OVERTIME COMPENSATION

14.1: Definition. Overtime is defined as work performed by an officer in excess of their normal scheduled hours per duty day when authorized by the department head. Officers authorized to work in excess of their scheduled hours per duty day shall be paid time and one-half for all hours worked over their scheduled hours.

Normal Patrol Officers duty day shall be 12 hours. Non Patrol Officers duty day shall be 10 hours.

14.2: Court Time. If an employee is subpoenaed into Court or has to go to Court in order to validate a complaint/warrant, they shall be paid (if off duty) at a rate of time and one-half his hourly wage, with a minimum of two (2) hours payment at overtime rates. If an employee receives fees for Court appearances, the fees shall be turned over to the City.

14.3: Mileage Fee. The employee shall keep any statutory mileage fee for Court appearances (which shall not be made a part of any overtime compensation under this labor agreement). 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.

14.4: Any time an employee is called back from vacation to appear in Court, he/she will be paid triple time for a minimum of four (4) hours. The employee will be paid at the normal overtime rate

for any time spent in Court in excess of four (4) hours. Vacation for this purpose is defined as five (5) or more consecutive days off. (As a condition for receipt of this premium, the Officer must give the 54-B District Court a thirty (30) day notice of vacation, with a copy to the City.) An officer may exercise his right to this premium up to two (2) times per contract year.

14.5: Training Session and Department Meeting. Required departmental training sessions or departmental meetings called by the department head or his designated representative on off-duty time will be treated as overtime and will be compensated for at a rate of time and one-half for each hour in attendance.

14.6: 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.

14.7: Miscellaneous Court Time. 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 appearances, License Appeal Board hearings, and Liquor Control Commission 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 overtime compensation paid hereunder) any mileage allowance they may receive in connection with these types of proceedings.

14.8: Rate of Overtime. All officers on duty shall be paid for overtime at one and one-half (1-1/2) times his regular hourly rate.

14.9: Call Back. Employees covered hereby are called back to work for reasons other than time spent for testifying in court, time spent in signing official documents or writing reports, shall receive a two (2) hour minimum payment.

14.10: Pyramiding. Payment for overtime and call back time shall not be duplicated for the same hours worked as heretofore provided.

14.11: Blue Time. Each member of the Union will have the capacity to earn "Blue Time" which will be kept in a separate bank, with a maximum accumulation of 120 hour. 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 is automatically earned as a result of working 12 hour shifts and will not be added to the accumulative overtime list, which is used for the consideration in assigning additional overtime.

Members 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 = 1-½ 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 can not 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 termination of employment. Employees will not be compensated for any hours over 84 at the time of retirement or termination 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.

ARTICLE 15 PASS DAYS

15.1: Definition: Because police 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."

15.2: Number. Patrol Members covered hereby earn 14 pass days every 28 calendar days. Non-Patrol Members covered hereby earn 12 pass days every 28 calendar days.

15.3: Changing Pass Day. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from their Division Commander or his 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.

15.4: Emergencies and Discipline. Pass days as herein provided which are canceled for emergency purposes shall be considered lost and subject to payment of overtime. Pass days may be canceled by the Chief of Police as a form of disciplinary action.

15.5: Emergencies. 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, or compensatory time providing such time has been accumulated to his credit.

ARTICLE 16 VACATION LEAVE

16.1: Procedure. The time at which an employee shall take his 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 to make up his vacation schedule and to arrange his working schedule accordingly.

16.2: Eligibility. All employees covered by this agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein.

16.3: How Earned. 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/she has completed six months of service at which time they will be credited with five working days.

16.4: Amount of Vacation. The maximum amount of vacation leave earned per year for each regular full-time employee shall be as follows:

Length of Service

1 year to 5 years
5 years to 10 years
10 years or more

Vacation Allowance

11 working days
18 working days
24 working days

16.5: It is the intent of this article to provide a full 11 day vacation period for all regular employees each year, or in the case of those eligible employees, a full 18 day vacation period, or a full 24 day vacation period.

16.6: 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 head.

16.7: The amount of vacation leave charged to an employee during his leave shall be equal to the number of regularly scheduled days they would otherwise have worked during his absence on such leave. Vacation shall be charged against an employee in not less than one-half of his work day units.

16.8: An employee may not earn nor accumulate vacation leave in excess of two years accumulation. Under certain conditions special exception may be made by the City Manager.

16.9: If an employee leaves the service of the City before completing six months of work they will receive no vacation pay. An employee who has served over six months shall be paid for any unused vacation due him/her when they leave the City service.

16.10: A vacation is defined as a minimum of five consecutive days off, at least one of which must be leave time other than a pass day. A vacation is further defined as leave time that has been granted and approved through the Police Administration. A Leave Request Form must be filled out, and must receive approval through the Administrative Supervisor.

ARTICLE 17
SPECIAL WEEKEND EVENTS

17.1: To the extent additional personnel 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.

17.2: Any officers called in for duty in connection with such games or events shall, during the hours in which the game or event is in progress and to the extent their services are not required in some other connection, be free to return home or otherwise leave their assigned duty until such time as they are instructed to report back after the game or event to complete that duty. It is understood that in no case shall an officer's return to duty after the game or event, in accordance with the provision set forth above, be deemed a separate call-in. Rather, such return to duty shall be deemed included in and part of the initial call-in of such officer prior to the start of the game or event. Any officer who chooses to return home or leave his or her duty in accordance with this provision shall not be compensated for the period of time he or she is not working and shall not be eligible for the minimum four (4) hour overtime payment.

17.3: In addition, as agreed, any officers called in for such duty may, to the extent their services are no longer required, attend the game or special event so long as they enter the stadium through the police information booth. Should such officers wish to receive compensation while being in attendance at the game or event, they must indicate their availability for duty

assignments during the game or event by signing the appropriate register at the police information booth upon entering the stadium.

ARTICLE 18
SICK LEAVE

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

18.2: Notice to Immediate Supervisor. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor or his department head prior to the time set for the beginning of his daily duties. His failure to do so shall result in denial of his claim against paid time off.

18.3: Doctor Certificate. When absence is for more than 7 calendar days 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.

18.4: Eligibility. 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.

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

18.6: 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 first full working day of the employee. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours they would otherwise have worked during his absence on such leave. Sick leave credit will not be allowed in advance of being earned.

18.7: Unused Sick Time Accumulation. Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year. (unlimited accumulation)

18.8: Retirement or Death. Payment shall be made by the City on the death of an employee (to his widow or heir) or on an employee's retirement (to the employee) of one-half of all accumulated sick leave, with payment shall not 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.

18.9: No payment is made for unused sick leave upon separation from City employment except retirement or death. No employee taking a deferred retirement is eligible for a sick leave payout.

18.10: No payment is made for unused sick leave upon completion of employment under the PRCEP program.

ARTICLE 19
LONG TERM DISABILITY

19.1: The Union may select a Long Term Disability (LTD) plan and carrier. The City will contribute twenty (\$20.00) dollars per month per employee for the coverage and the employee will pay the

balance through payroll deduction. Coverage shall not exceed sixty-six and two-thirds (66-2/3%) percent of covered monthly compensation to a maximum benefit of three thousand (\$3,000) dollars per month. There shall be a minimum waiting period of ninety (90) days or exhaustion of sick leave time, whichever is larger.

ARTICLE 20
WORKERS' COMPENSATION

20.1: Reporting. 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.

20.2: Full Pay for 90 Calendar Days. The City, in accordance with state law, provides workers' compensation if an employee is injured in the course of employment. An employee who receives compensation under the workers' compensation insurance as provided by the City shall, for the period of time herein prescribed, receive only that portion of his regular salary, which, together with such compensation, equals his regular salary. Such payments by the City shall not be deducted from the employee's accumulated sick leave for the first 90 calendar days while on compensation.

20.3: The City will guarantee an employee who is permanently disabled or spouse of employee killed in line of duty no less than seventy (70%) percent of normal salary at time of disability or death from all sources (does not include life insurance or accidental death and dismemberment insurance). (Examples of other income include other salaries, unemployment compensation, worker's compensation, retirement benefits, social security benefits, etc.) This income guarantee would increase by three (3%) percent of salary at time of total disability for ten (10) years, at which time the salary guarantee would be one hundred (100%) percent of salary at time of total disability.

20.4: This salary guarantee will terminate at the time of death of the employee or at the time the employee would have been fifty-five (55) whichever is later, and the surviving spouse (dependents) begin receiving normal age and service retirement.

20.5: An employee with a workers compensation disability must be willing to see a doctor selected by the City to verify disability, must be willing to receive training for another career and/or must accept another City position which is offered and which the employee is capable of performing.

20.6: Use of Sick Time. After the first 90 calendar days on compensation, an amount equal to the difference paid by the City between an employee's workers' compensation and his regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between workers' compensation and the employee's salary. An employee will continue to accrue and receive benefits for the first 90 calendar days while on compensation. When this period has elapsed, they shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

20.7: Simultaneous payment with workers' 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 24 hours any injury sustained by him, it shall be presumed that such injury resulted from his 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.

20.8: Extensions. Any employee covered by the Collective Bargaining Agreement may apply to the Chief for an extension of the 90 calendar day period during which payments by the City shall not be deducted from the employee's accumulated sick 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 90 calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendations and such other circumstances as he/she deems appropriate, make a final and binding decision as to whether or not the above 90 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 determinations 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.

20.9: Health Insurance. An employee who is injured in the line of duty and who has exhausted his sick leave benefits shall continue to be covered by the City's group health plan with payments made by the City.

20.10: The City will continue health insurance for spouse in event of death of employee until such time as spouse gets alternative insurance. This coverage is for spouse and dependents as defined by health insurance plan and does not include any dependents of spouse not covered by group health insurance plan at time of death of employee.

ARTICLE 21 HOLIDAYS

21.1: The following are designated by the City as holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Martin Luther King's Birthday	New Year's Eve Day

21.2: For non-rotating personnel, 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. For supervisors on a rotating shift, observance of a holiday shall be on the actual date of the holiday.

21.3: 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.

21.4: Patrol Division members working a 12 hour shift who work the holiday, the member 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 also be compensated with 12 hours of holiday time for working a full work day on a holiday. If a member chooses to take a holiday off, 8 hours of holiday time will be earned, as specified. If this holiday is not a pass day, 12 hours will be deducted from the appropriate time bank.

21.5: As a general practice, when the City offices are closed for the holidays Non Patrol Division members working a 10 hour will not be scheduled to work. When a member takes a holiday off, 8 hours of holiday time will be earned, as specified. If this holiday is not a pass day 10 hours will be deducted from the appropriate time bank. If a Non Patrol member is ordered to work a holiday, the member shall receive pay at time and one half 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 an hour of holiday time for each hour worked on a holiday.

21.6: When a Non Patrol member elects to work a holiday, the employee shall not receive pay at time and one half for all hours worked on the holiday, but will be compensated at their regular hourly rate. The employee shall also be compensated with an hour of holiday time, for each hour worked on a holiday.

21.7: An employee may not earn or accumulate more than one hundred sixty (160) holiday hours of leave.

ARTICLE 22 LONGEVITY PAY

22.1: Eligibility. All regular full-time employees in the active service of the City as of 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.

22.2: Longevity pay shall be based on full-time, continuous service. Following completion of five years of such service by October 1 of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between October 1 dates, shall be eligible for a calendar months pro-rated payment of their longevity pay payable upon separation.

22.3: Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

22.4: All regular full 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>Additional Hourly Pay</u>
5 or more and less than 10 years	\$.15 per hour
10 or more and less than 15 years	\$.31 per hour
15 or more and less than 20 years	\$.46 per hour
20 or more years	\$.62 per hour

ARTICLE 23
MEDICAL HEALTH CARE COVERAGE

23.1: Effective July 1, 2008, the City will provide Blue Cross/Blue Shield Community Blue PPO to all employees. Coverage shall be as referenced in BC/BS 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 among Physician's Health Plan (PHP), Blue Cross/Blue Shield of Michigan, McLaren Health Advantage/McLaren Health Plan, MERS Premier Health or self insured with the Sparrow Physician's Health Plan (SPHN) or 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.

23.2: Prescription Drug Plan. The prescription drug plan shall be effective July 1, 2005. The following are required co-payments for prescription drugs:

Type of Drug	Co-Payment
Generic Drug*	\$0
Brand Drug*	\$15 (formulary)** \$30 (non-formulary)
Maintenance Drugs	Same
Annual Copay 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 whom a single manufacturer still owns the exclusive patent, so there is no competition from other companies to reduce their price.

*** Brand Drug which are on 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.

23.3: 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.

23.4: 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.

All members of the bargaining unit will receive a copy of the flexible benefit program and an official from the City will meet with the membership annually to explain the Section 125 flexible benefits.

23.5: 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. To clarify and codify the parties' intent, 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.

23.6: Coordination of Benefits - Automobile Insurance. An employee's automobile insurance coverage is primary for auto-related accidents. Charges incurred for medical costs with respect to any accidental bodily injury which arises out of the ownership, operation, maintenance or use of a personal motor vehicle will be covered under the City's medical plan as the secondary insurer. The City agrees to hold harmless any employee in the event of a dispute between the automobile insurance carrier and the City's insurance carrier as to which is primary, including payment of claim directly and subsequently resolving the dispute with the auto insurance carrier.

23.7: A retiree who has not met the minimum service requirement is eligible for the above Hospital, Medical and Surgical insurance at the group insurance rate provided that the individual retiree pay the group premium.

23.8: The City will immediately pay the premium for medical coverage for the retiree and spouse only for those employees who after reaching 55 years of age or older with 25 years or more of service retire under the Michigan Municipal Employees Retirement System. In the event the retiree and spouse should divorce, the City will no longer provide premiums for health insurance for the spouse. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his spouse, the City will continue to insure the spouse.

Members who retire with 25 or more years credited service but who have not reached age 55 may continue hospitalization for retiree and spouse in the employer 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 Employer's cost the medical insurance above regardless of the accessibility or eligibility for other medical care coverage from other sources.

Retirees may change plans during the open enrollment period, but must take the benefits of the plan in effect at the time of the change.

23.9: An employee of this bargaining unit may voluntarily waive his or her right to participate in either of the hospitalization plans made available by the City. For those not selecting a health insurance benefit, the City shall pay \$150.00 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 in part by City funds.

With respect to a City employee who is also eligible for dependent insurance coverage, the City will pay such City employee the monthly amounts provided above less deductions 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's coverage. Any current employees who are spouses may receive this consideration if one of the spouses chooses an HMO option 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 protection, 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 enrollment period. An employee may re-enroll earlier than one (1) year if he or she provides, in writing, evidence of loss of alternative medical coverage.

23.10: Where both spouses are employed by the City, one may not declare the other a dependent on his or her health plan. Additionally, one or the other must insure dependents on a health plan, but not on both plans (current employees as of July 1, 1992 are grandfathered).

23.11: 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.

23.12: Medical coverage identified in this article will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

23.13 Members may at their own expense purchase additional insurance through AFLAC using payroll deduction. It is the responsibility of the member to contract with the company and provide necessary paperwork to payroll for this purpose. This coverage is optional and not required in any way by members.

23.14 Members may elect to participate, at member expense, in a long-term care program offered by a City approved company. Premium payments will be available through payroll deduction.

ARTICLE 24 LIFE INSURANCE

24.1: The City will provide to an employee covered herein a group life insurance policy with accidental death provisions at the City's expense in the amount of \$40,000.00.

ARTICLE 25 FALSE ARREST AND LIABILITY

25.1: The City will provide police liability professional policies (false arrest) covering all law enforcement officers in the East Lansing Police Department with \$100,000 coverage each person, \$300,000 each incident, and \$500,000 aggregate for the term of the contract, providing such coverage is available to the City.

ARTICLE 26
FUNERAL LEAVE

26.1: Funeral Leave. A maximum of five (5) days funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family. A maximum of three (3) days funeral leave time with pay may be utilized for attendance at funerals of an employee's stepchild, step sibling or step parent. 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. Immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, and grandparents. The City is to be notified immediately of a death in the family and the extent of the expected absence. In addition to the amount above, the member, at the sole discretion of the Police Chief, may take two (2) additional sick leave days for attendance at funerals.

ARTICLE 27
UNION CONFERENCES OR CONVENTIONS

27.1: The Local president or his designee shall be excused from duty, without loss of pay, for up to a maximum of eight (8) hours per month for Union business, with an annual accumulation of excused time (with pay) at the rate of eight (8) hours per month not to exceed ninety-six (96) hours. The Local Union President and one other member of the Union shall be excused for three (3) days from duty without loss of pay to attend the State Convention. These officers shall not be from the same shift or bureau. The Local President or his designee shall be excused from duty for up to five (5) days without pay to attend the Bi-Annual National Convention.

ARTICLE 28
LEAVE OF ABSENCE

28.1: 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)

ARTICLE 29
MILITARY RESERVE LEAVE

29.1: 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.

29.2: Request for military reserve leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. 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 weeks.

ARTICLE 30
PERSONAL LEAVE

30.1: Each employee shall receive four (4) personal leave days per year. An employee may use each of these leave days in two (2) hour increments if so desired.

ARTICLE 31
RETIREMENT

31.1: Each regular full-time employee shall become a member of the City's retirement system at the time of hire. The retirement system is that furnished by the Municipal Employee's Retirement System - 2.75% multiplier, with E-2 escalator, FAC-3 with a provision for retirement at age 50 years old with 25 or more years of service (F-50 waiver).

31.2: Bargaining unit members shall not be entitled to the military buy back provisions of MERS.

31.3: The employee's rate of contribution shall be one (1.0%) percent.

31.4 Effective July 1, 2012, the employee's rate of contribution shall be three (3.0%) percent.

31.5: The Employer will provide for the purchase of Universal Service Credit for the East Lansing Police Supervisors (Police-Supervisors, Division Code 20), as follows:

- A. The employee can purchase up to five years of service credit and the employee is to pay the full actuarial cost of the years to be purchased.
- B. The employee cannot purchase the Universal Service Credit until such time as he or she is fully vested in their defined benefit pension 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.

31.6 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.

31.7 Employees who promote into the COAM from POAM shall maintain the same level of retirement plan that they currently hold in POAM. This includes the calculation of FAC, the multiplier, years of service requirement, employee contribution and retirement age eligibility.

ARTICLE 32
SPECIAL MEETINGS

32.1: The City and the Union agree to meet and confer on matters of clarification of the terms of this agreement upon the written request of either party. 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 not more than four persons at special meetings at least three (3) of which shall be full-time employees of the City of East Lansing.

32.2: 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 meeting for which a written request has been made.

32.3: Employee representatives of the Union at special meetings 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.

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

ARTICLE 33
TRANSFER OF ASSIGNMENT

33.1: Officers may, by January 1 of each calendar year, submit a request for a change of assignment. If there is no change of assignment, the Chief shall provide the officer with a response on why the assignment was not made.

ARTICLE 34
PROMOTION PROCEDURE

34.1: Purpose. The purpose of this procedure is to establish a promotional system for the positions of lieutenant and captain in the East Lansing Police Department. It is the policy of this City to make all promotions on the basis of merit, as demonstrated by length of service, quality of service and supervisory potential.

34.2: Promotion Defined. A promotion is defined as an advance from a given rank to a higher rank.

34.3: A vacancy shall be deemed to exist on the day the position becomes vacant. A vacancy shall not exist if the City eliminates a position.

34.4: In the event the promotion process is not completed within ninety (90) days, the successful applicant shall be deemed to have been promoted for purposes of pay and classification seniority on the ninety-first (91st) day.

34.5: Notification Posting. Notices for promotions to the position of lieutenant and captain shall be posted in the department.

34.6: Eligible applicants shall submit their requests to be considered for the promotion to the Chief of Police in writing within ten (10) calendar days of the posting date for the position.

34.7: Application Requirements. Only sergeants who have successfully completed their probationary period prior to the date of the notice announcing the promotion opportunity are eligible to apply for the promotion to lieutenant. Only lieutenants who have successfully completed their probationary period prior to the date of the notice announcing the promotion opportunity are eligible to apply for the promotion to captain.

34.8: The applicants will be interviewed by the Chief of Police and his/her designees. The Chief of Police will have the sole discretion to select the applicant of their choice for promotion.

ARTICLE 35 DEMOTIONS

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

ARTICLE 36 TRANSFERS

36.1: 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.

36.2: Members, prior to January 1 of each year, may indicate to the Chief their desired assignment for the following year.

ARTICLE 37 RATES FOR NEW CLASSIFICATIONS

37.1: When a new classification is to be established within the unit, the City will 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.

37.2: The City will meet with the COAM before posting newly created positions. A newly created position is defined as a permanent new activity that one person will devote at least eighty (80.%) percent of his or her time to fulfill.

37.3: The Union recognizes the City's right and responsibility to maximize service to the community through the implementation and/or revision 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.

ARTICLE 38
ADDRESSES AND TELEPHONE NUMBERS OF EMPLOYEES

38.1: Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his mailing address and of his telephone number. Notice of change of address or telephone number shall be deemed given only if the employee submits the change in writing to the Personnel office and to the Police Chief's office. The City shall be entitled to rely on the last address and telephone number furnished to it by an employee.

ARTICLE 39
RESIGNATION

39.1: Any employee covered hereby who desires to resign, must present his resignation in writing to his department head or the City Manager. The resignation must be submitted two weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this agreement.

ARTICLE 40
EFFECT OF THIS AGREEMENT

40.1: This agreement supersedes any previous written agreement between the City and any employees covered hereby.

40.2: The City will make no unilateral changes in wages, hours, or terms and conditions of employment contrary to this agreement.

40.3: If any provisions of this agreement are in direct conflict with the rules and regulations of the Department, the contract provision herein shall be followed.

ARTICLE 41
WAIVER CLAUSE

41.1: 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 waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 42
PRODUCTIVE TIME

42.1: The Union agrees that working hours shall be productive hours and that there shall be no Union work or Union activity on City time and/or on the City's premises when it interferes with the

duties of any employee (other than that specifically permitted by the express terms of this agreement).

ARTICLE 43
UNIFORMS

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

ARTICLE 44
CLEANING OF UNIFORMS

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

ARTICLE 45
AUTOMOBILES AND EQUIPMENT

45.1: In the procurement of motor vehicles for patrol purposes the City shall use its 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.

45.2: Equipment Allowance. Effective for calendar year 2006 and on, all members 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.

45.3: Firearms Bonus. Effective for contract year July 1, 2012 and on, all command officers, upon successful handgun qualification shall receive a \$230 lump-sum bonus. This is to be paid in the first pay period of December.

45.4 Parking. The City will provide free parking for each member within two blocks walk of City Hall.

ARTICLE 46
DAMAGE TO PERSONAL PROPERTY IN THE LINE OF DUTY

46.1: The City will replace at 100 % the cost of eyeglasses and shoes damaged, destroyed, lost or stolen in the line of duty for all members. However, other items will have a value limit of \$200.00, except that if the member 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.

46.2: In the event a member 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 a sergeant, lieutenant and captain to look at and consider if there is any

negligence on the part of the member filing the claim. The board will then make a recommendation as to the payment to the City. The City then will decide to pay or not pay the claim. The member shall have the grievance procedure to resolve the issue if they do 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 will then have 7 days to make its decision on the issue. On receiving the decision the member will have the allotted time to file a grievance after notification of the City's decision.

ARTICLE 47
HUMANITARIAN CLAUSE

47.1: The City will endeavor to place any officers injured in the line of duty in another municipal position which the officer is capable of performing. It is expressly understood that whether or not an officer injured in the line of duty is placed in another City position is a matter within the sole discretion of the City and is not subject to the grievance or arbitration provisions of this contract.

ARTICLE 48
SEVERANCE CLAUSE

48.1: Should any provision or 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 contract as a whole or of any remaining portion.

ARTICLE 49
COLLEGE TUITION REIMBURSEMENT

49.1: The City will contribute up to Five Thousand (\$5,000) dollars per year of the agreement, in total to the bargaining unit, on a first come - first served basis to employees in the bargaining unit for educational assistance.

A. Eligibility

All full-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:

1. Courses must be directly related to the delivery of the services provided by the City, or
2. 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 be achieved given the additional education.

3. 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.

B. 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 (pass/fail course)	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 a receipt or other proof of payment. Requests are to be submitted to the Department of Human Resources.

ARTICLE 50
CONFORMANCE WITH STATE LAW

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

ARTICLE 51
EDUCATION BONUS

51.1: All regular full time employees in this bargaining unit shall be entitled to an educational bonus to be added to their hourly rate of pay as follows:

- A. 2.0% for master's degree.
- B. 1.6% for bachelor's degree.
- C. 1.1% for associate's degree.

ARTICLE 52
ACTING RANK PAY

52.1: Whenever an employee covered by this agreement serves in a rank higher than his present one for a period of six months or more, the employee shall be compensated in accordance with the contractual wage rate applicable to that higher rank from the date the officer commenced serving the higher rank. The six month period above specified shall commence no earlier than the date upon which the officer in question serves written notice on the Chief specifying the higher rank involved and listing all of the duties normally performed by the higher rank which the officer has been assigned to complete. It is agreed that the City will not rotate employees in or out of positions or otherwise use the provisions of this Article to avoid payment of acting rank pay as provided in this Article.

ARTICLE 53
WAGE RATES

53.1: The applicable wage rate increases for the classifications listed are as follows:

July 1, 2016	1%
July 1, 2017	1.5%
July 1, 2018	1%*

*The July 1, 2018 wage increase shall be adjusted if the City grants a higher increase to any group within the City.

For specific pay levels and step increases see ATTACHMENT "C".

53.2: Direct Payroll Deposit. The City shall provide employees of this Bargaining Unit the opportunity for direct deposit of their payroll checks.

53.3: Anyone promoted to sergeant or lieutenant during the term of the agreement shall move from their current level of pay to the next step above their current level in the new pay range.

53.4: All regular full-time employees covered by this agreement are designated as being in the salary classifications corresponding to their respective positions. The Sergeants and Lieutenants classifications carry a minimum and maximum rate of pay with a provision for increases according to a uniform schedule. No employee shall be paid less than the minimum rate nor more than the maximum rate for an assigned classification. The classification rate shall be regulated as follows:

- A. All new Sergeants and Lieutenants shall receive a raise in pay each six (6) months.
- B. All new Sergeants and Lieutenants shall be on probation for a period of one (1) year.

ARTICLE 54
DRUG AND ALCOHOL TESTING

54.1: 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.

54.2: 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.

54.3: 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.

54.4: 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.

54.5: 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.

54.6: 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.

54.7: 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.

ARTICLE 55 MISCELLANEOUS

55.1 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.

55.2 Employment of Relatives Policy. Effective July 1, 2008, Union members accept the guidelines as detailed in the Employment of Relatives Policy (Appendix E).

55.3 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.

ARTICLE 56
PERFORMANCE EVALUATIONS

56.1: Employee performance evaluations have been removed from inclusion in this contract as of the signing of this contract in 2006. It is agreed that separate evaluation documents will be developed and agreed to by both the City and the Union. This evaluation will be used as needed for yearly evaluations, probationary employee evaluations and promotional evaluations as required. The evaluation form in place at the time of the required evaluation must be used for that purpose, unless otherwise agreed to by both the City and the Union.

ARTICLE 57
AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION

57.1: This agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date.

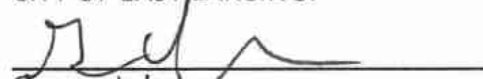
57.2: Effective and Termination Dates. This agreement shall become effective July 1, 2017 and shall continue in full force and effect until 11:59 p.m., June 30, 2019, except as elsewhere provided for in this agreement and for successive annual periods thereafter unless, not more than ninety (90) but 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 hereto have caused this instrument to be executed this 21st day of August, 2017.

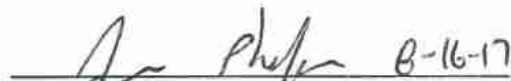
COMMAND OFFICERS ASSOCIATION
OF MICHIGAN:

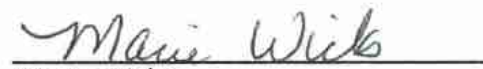
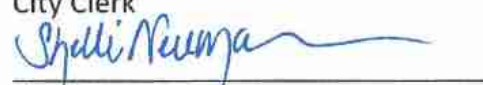

Kenneth Grabowski
COAM Business Agent

CITY OF EAST LANSING:


George Lahana
City Manager

FOR THE CITY OF EAST LANSING
COMMAND OFFICERS ASSOCIATION:


James Phelps,
Division President


Marie Wicks
City Clerk

Shelli Neumann
Human Resources Director

APPENDIX A

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)

CHECK-OFF AUTHORIZATION FORM
CITY OF EAST LANSING, EAST LANSING, MICHIGAN

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my COAM dues or service fee equal to 1/12 of 1% of annual base salary per month as certified by the Treasurer of the Union. The amount deducted shall be paid to the Treasurer of the Union according to the agreement reached between the City and the Union.

PRINT: Rank Last Name First Name Middle Initial _____

Signature _____

Address _____

City _____

State & Zip _____

Date deduction is to start

Month _____ Year _____

APPENDIX B

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 sixteen (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, include root canal therapy.
10. Injection of antibiotic drugs by the attending dentist.
11. Repair or recementing of crowns, inlays, bridgework or dentures; or relining or rebasing 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 dentures or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removal denture 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 services 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 Eight Hundred Dollars (\$800.00) 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 Eight Hundred Dollars (\$800.00) per person. Coverage for orthodontic treatment shall be limited to persons nineteen (19) years of age or under.

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

BENEFIT	COVERAGE DESCRIPTION
Type A Expenses (Diagnostic and Preventive Services)	100% R & C
Type B Expenses (Basic Services)	50% R & C
Type C Expenses (Major Services)	50% R & C
Type D Expenses (Orthodontic Services)	50% R & C to a maximum lifetime benefit of \$1,000.00/Covered Person

APPENDIX C
SALARY AND WAGE LEVELS

COAM

7/1/2016 1.00%		Sergeant		Lieutenant	
Step		Annual	Hourly	Annual	Hourly
A		64,032.38	30.78	67,939.87	32.66
B		66,007.14	31.73	70,691.92	33.99
C		67,939.87	32.66	72,834.74	35.02
D		69,263.38	33.30	74,284.29	35.71
E		71,364.18	34.31	76,511.14	36.78
F		72,435.58	34.82	77,624.56	37.32

7/1/2017 1.50%		Sergeant		Lieutenant	
Step		Annual	Hourly	Annual	Hourly
A		64,992.72	31.25	68,959.07	33.15
B		66,997.22	32.21	71,752.30	34.50
C		68,959.07	33.15	73,927.15	35.54
D		70,302.34	33.80	75,398.54	36.25
E		72,434.54	34.82	77,658.88	37.34
F		73,521.97	35.35	78,788.94	37.88

7/1/2018 1%*		Sergeant		Lieutenant	
Step		Annual	Hourly	Annual	Hourly
A		65,642.51	31.56	69,648.59	33.48
B		67,667.66	32.53	72,469.70	34.84
C		70,397.39	33.84	74,666.38	35.90
D		71,005.17	34.14	76,152.34	36.61
E		73,158.80	35.17	78,435.34	37.71
F		74,257.04	35.70	79,576.64	38.26

*The July 1, 2018 wage increase shall be adjusted if the City grants a higher increase to any group within the City.

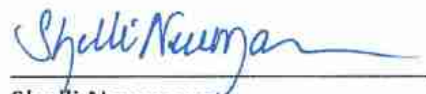
Appendix D
Letter of Agreement

IT IS HEREBY AGREED by and between the **CITY OF EAST LANSING** (hereinafter referred to as "The CITY") and the COAM, (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 of 2011, 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

Union



James Phelps
President

Appendix E

**City of East Lansing
Employment of Relatives Policy**

APPLIES TO: All Managers and Supervisory Employees

EFFECTIVE DATE: July 1, 2008

PURPOSE

We have a policy of employing and promoting only the best qualified individuals for available positions. We also strongly believe that personnel placement decisions should be given full and fair consideration free from any aspect of improper bias, conflict of interest, or favoritism, or even the appearance of such factors. We also believe that diversity in the workforce is a desirable goal. While each employment decision will be reviewed on its individual merits, this policy establishes the guidelines to insure achievement of these objectives.

GUIDELINES

- 1) The hiring, transfer or promotion of relatives of employees into situations where the possibility of improper bias, conflict of interest or favoritism might exist, or even appear to exist, is to be avoided.
- 2) The direct or indirect supervisor/subordinate relationship with a relative is also contrary to these guidelines.

For purposes of these guidelines, the term "**relative**" includes the employee's spouse, children, parents, brother, sister, grandchildren, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any member of the employee's household, or if the employees are in a relationship involving intimate associations primarily characterized by the expectation of affectional involvement, but not including a casual relationship or any ordinary fraternization between two individuals in a business or social context (hereinafter referred to as an "intimate relationship").

Employees who marry or become members of the same household, or are in an intimate relationship may continue employment as long as there is not:

- (a) A direct or indirect supervisor/subordinate relationship between the employees;
or
- (b) An actual conflict of interest or the appearance of a conflict of interest or the appearance of a conflict of interest or favoritism.

Should one of the above situations occur, we will attempt to find a suitable position to which one of the affected employees may transfer. In the case of a spouse or intimate relationship, if an accommodation of this nature is not feasible, the employee in the managerial/supervisory position will be released absent agreement of all parties.

It shall be the responsibility of the hiring department to verify and assure that this policy is followed by reviewing all cases involving the potential hiring, transfer or promotion of relatives with the Human Resources Department. Final approval in such cases will be made by the City Manager.