

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LANSING CHARTER TOWNSHIP, MICHIGAN**

**-AND-**

**CAPITOL CITY LABOR PROGRAM (CCLP)**

Non-Supervisory Police Officers

Effective October 21, 2025 to December 31, 2027

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This **AGREEMENT** is entered into this 21<sup>st</sup> day of October, between the **BOARD OF TRUSTEES OF THE CHARTER TOWNSHIP OF LANSING**, hereinafter referred to as the “Employer”, and the **CAPITOL CITY LABOR PROGRAM (“CCLP”)** hereinafter referred to as the “Union”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise and to set forth herein the basic agreement between the parties concerning rates of pay, wages and hours of employment, and other conditions of employment.

### **ARTICLE 1 – RECOGNITION OF THE UNION**

**Section 1. Recognition.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by this Agreement.

**Section 2. Definition of Bargaining Unit.** The bargaining unit consists of all regular full-time sworn employees of the Lansing Township Police Department whose positions are classified as patrol officer and detective.

**Section 3. Notification.** The Union will furnish to the Chief of Police in writing within thirty (30) days of the signing of this Agreement, a list of elected officers of the Union.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

The Charter Township of Lansing, Michigan, 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 Constitution of the State of Michigan and of the United States.

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 Charter Township of Lansing, Michigan, 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 the services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuances of any services, material or methods of operation, subject to the specific terms of this Agreement.
- B. To introduce new equipment, methods, machinery or process, 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 of services, consistent with the terms of this Agreement.
- D. To determine the number, location, and type of facilities and installations.
- E. To determine the size of the workforce and increase or decrease its size;
- F. To hire, assign, and lay off employees, to reduce the work week or the workdays or effect reduction in hours worked by combining layoffs and reductions in the work week or workday, however; any changes in the work week shall be subject to negotiations between the Township and the Union.
- G. To permit municipal employees not included in the bargaining unit to perform bargaining unit work when an emergency exists which places a demand on the Township necessary for the conduct of municipal services when bargaining unit personnel are not reasonably available.
- H. To direct the workforce, assign work, and determine the number of employees assigned to operations.
- I. To establish, change, combine, and prescribe and assign job duties, content and classification, and to establish wage rates for any new changed classification, upon notification to the Union, however, any such wage rate(s) applied to a new or changed classification shall be subject to the grievance procedure.
- J. To determine lunch, rest periods, and cleanup time, the starting and quitting time and the number of hours to be worked.
- K. To establish work schedules.
- L. To discipline and discharge employees with seniority for just cause.
- M. To adopt, revise, and enforce working rules and out cost and general improvement programs, provided that no rule will be adopted without seven (7) days advanced notice to the Union; and its reasonableness may be subject to the grievance procedure.
- N. To transfer, promote, and demote employees from classification, department or shift to another, subject to the specific terms of this Agreement.
- 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 3 – MANAGEMENT SECURITY**

**Section 1.** The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts of other alteration of existing work performance.

### **ARTICLE 4 – UNION SECURITY AND CHECK-OFF**

To the extent Federal and State law permits, it is agreed that:

**Section 1.** The Employer agrees to make Union dues deductions once each month from the pay of each employee who has authorized that such deductions be made until such time as the employee revokes the authorization by written notice to the Union and the Employer. The Employer shall not make any Union dues deductions from any employee without written authorization from the employee.

**Section 2.** Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of said employee to obtain the appropriate refund from the Union.

**Section 3.** The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

**Section 4.** If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

**Section 5.** The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from the employee's pay of Union dues or in reliance on any list, notice, certification, or authorization furnished under this Article.

The Union assumes full responsibility for the disposition of the deductions made once they have been sent to the Union.

## **ARTICLE 5 – UNION BARGAINING COMMITTEE**

**Section 1.** The bargaining committee of the Union will include not more than four (4) representatives. These representatives shall be composed of not more than two (2) non-Township employee representatives and not more than two (2) department employee representatives. The Union will furnish the Township Supervisor with a written list of the Union’s bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

**Section 2.** If an employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent bargaining as time worked during his/her tour of duty on that day. Off-duty bargaining representatives are not eligible for additional compensation for time spent in negotiations.

## **ARTICLE 6 – PROBATIONARY PERIOD**

**Section 1.** When an employee enters the bargaining unit, he/she shall be considered a probationary employee for the first twelve (12) months of his/her continuous service. The Union shall represent probationary employees for the purpose of collective bargaining with respect to pay, wages, hours of employment, and other conditions of employment, except on matters concerning discipline, layoff, or termination which shall not be subject to the grievance or arbitration procedures. Any absence during the probationary period shall extend probation by an amount of time equal to such absence. A probationary employee’s eligibility for fringe benefits will be determined by the specific articles of this Agreement.

## **ARTICLE 7- SPECIAL MEETINGS**

**Section 1.** Special Meetings for important matters will be arranged between the Union President and the Employer upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer. Arrangements for such a meeting shall be made in advance and an agenda for the matter(s) to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined to those included on the agenda. The members of the Union shall not lose time or pay or the time spent in such special meetings.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

**Section 1.** **Definition of a Grievance.** A grievance shall be defined as a dispute involving an alleged violation, the interpretation, or application of the specific provisions of this Agreement and shall be settled only in accordance with the procedure herein provided.

**Section 2.** **Rules of Grievance Processing.**

Grievances regarding discharge or suspension will follow Article 9, Section 6 of this Agreement. All other grievances shall be handled in the following manner:

- A. All grievances shall be in writing when presented at Step 2 of the grievance procedure and shall contain the following:
  - 1. It shall be signed by the grievant or grievant(s) except in extenuating circumstances wherein his/her representative shall sign.
  - 2. It shall contain a synopsis of the facts that the grievant knows or can reasonably be obtained by due diligence which facts shall include time, date(s), who, what, when, where, why.
  - 3. It shall cite the sections of subsections of the contract alleged to have been violated or the rules or regulations or order alleged to have violated the contract.
  - 4. It shall specify the relief requested.
- B. All grievances shall be submitted within seven (7) days after the occurrence of the event giving rise to the grievance or within seven (7) days of when the grievant should reasonably have known of the occurrence.
- C. Employer and Union representatives shall sign and date the grievance and any answer at each step of the grievance procedure indicating receipt thereof and their answer.
- D. A grievance not processed within the time limit shall be deemed withdrawn and shall not be subject to re-submission.
- E. A grievance timely filed but not answered by the Employer representative within the time limits shall automatically proceed to the next step of the grievance procedure when the time for the Employer's answer has expired.
- F. Where reference to days is made in the grievance procedure, only weekdays, Monday through Friday, will be so considered in these time periods. Saturdays, Sundays, and holidays shall not be considered in these time periods.
- G. The time limits set forth in the grievance procedure may be extended only by the mutual written agreement of the parties.
- H. The Union representative may file a written grievance on an issue that involves all or multiple members of the bargaining unit.
- I. The Union representative or his/her alternate shall be allowed time off the job without loss of pay, as necessary to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her Shift Commander to do so. The Shift Commander will normally grant permission and provide sufficient time to the Union representative or his/her alternate to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Union representative or his/her

alternate leaving his/her work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will perform his/her regularly assigned work, at all times except when necessary to leave his/her work to handle grievances provided herein.

Any alleged abuse by either party will be a proper subject for a special meeting.

- J. The Union representatives may meet, if on the Employer's property, at a place designated by the Employer for one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- K. A grievance form, provided by the Union, shall be used for written grievances. The grievance form shall not waive any requirements contained in the grievance rule.

**Section 3. Steps of Grievance Procedure.**

**Step 1.**

- A. Whenever an employee believes he/she has been aggrieved, he/she and/or the Union representative shall first present the grievance verbally to his/her immediate supervisor prior to filing a written grievance.

**Step 2.**

- A. If the grievance is not resolved at Step 1 with the immediate supervisory and should the grievant and/or the Union desire to proceed to Step 2, then the grievance shall be reduced to writing according to the requirements of Section 2, subpart A and shall be presented to the Chief of Police or his/her designee within seven (7) days after the facts giving rise to the grievance have occurred or should reasonably have been known to occur.
- B. The Chief of Police or his/her designee shall schedule a meeting within seven (7) days and hold said meeting at a mutually agreed upon date and time to discuss the grievance with the grievant and Union representative.
- C. The Chief of Police or his/her designee shall answer the grievance in writing within seven (7) days from the date of the meeting.

**Step 3.**

- A. If the answer of the Chief of Police or his/her designee is not acceptable to the grievant and/or the Union representative, the Union representative shall present the grievance to the Township Supervisor within seven (7) days from the date of the answer from the Chief of Police or his/her designee was given or due as the case may be.

- B. The Township Supervisor shall schedule a meeting within seven (7) days and hold said meeting at a mutually agreed upon date and time to discuss the grievance with the grievant and Union representative.
- C. The Township Supervisor shall answer the grievance in writing within seven (7) days of the date of the meeting.

Step 4.

- A. If the answer of the Township Supervisor is not acceptable to the grievant and/or the Union may, within seven (7) days of the answer of the Township Supervisor, appeal the matter to the Township Public Safety Committee in writing, and a copy of said writing shall be sent to the Township Supervisor.
- B. The Public Safety Committee shall schedule a meeting within seven (7) days, and hold said meeting at a mutually agreed upon date and time to discuss the grievance to discuss the grievance with the grievant and the union.
- C. The Public Safety Committee shall answer the grievance in writing within seven (7) days from the date of the meeting.

Step 5.

- A. If the answer of the Public Safety Committee is not acceptable to the grievant and or the Union, the Union may refer the grievance to arbitration within fifteen (15) days from receipt of the Public Safety Committee's answer, through the Federal Mediation and Conciliation Service (FMCS) or Michigan Employment Relations Commission (MERC) in accordance with its rules.
- B. A copy of the request for arbitration to FMCS or MERC shall be sent to the Public Safety Committee Chairperson via the Township Supervisor within fifteen (15) days from the employee's receipt of the Public Safety Committee's answer.
- C. The FMCS rules governing selection of an arbitrator shall prevail unless the parties mutually agree upon an arbitrator. FMCS or MERC shall submit a list of seven (7) Michigan arbitrators. Selection will be made by the alternate strike method with the first strike determined by coin flip. Either party can unilaterally request a second list of arbitrators and pay the fee, if any, for such second list.

**Section 4. Arbitrator's Powers.**

- A. The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or

the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

- B. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant, if said decision is within the arbitrator's power herein.
- C. The arbitrator shall render his/her decision in writing within sixty (60) days from the date of the arbitration hearing or submission of briefs, whichever date is later.
- D. The expenses and fees of the arbitrator shall be shared equally by the Township and the Union.
- E. Either party can have the proceedings recorded by a certified court reporter or recorder.

**Section 5. Binding Mediation.**

A grievance may be exempt from arbitration if both parties agree to use binding mediation. The parties shall mutually agree upon a mediator. The mediator's decision shall be binding on the parties, and any employee covered by this agreement. The mediator shall render his/her decision according to the terms and conditions of the collective bargaining agreement.

**ARTICLE 9 – DISCHARGE, DISCIPLINE, AND INTERNAL INVESTIGATIONS**

**Section 1. Just Cause.** All recommendations and/or determinations regarding disciplinary action shall be approved by the Chief of Police. All disciplinary action against non-probationary employees shall be for just cause. Disciplinary action shall mean written reprimand, suspension without pay, and/or discharge. Discipline shall be positive, developmental, and progressive in nature, except for serious violations.

**Section 2. Notice.** Except where notice would jeopardize an investigation, whenever the Employer contemplates disciplinary action against a non-probationary employee, the allegations shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought within ten (10) business days of the date of any occurrence for which the Employer becomes aware that may result in discipline. Notification to employees shall include a brief description, including the date, time, and location of the alleged wrongdoing, the policy, procedure, rule or regulation the employee is accused of violating.

**Section 3. Representation.** Any non-probationary employee questioned during or part of any type of hearing, investigation, or interview where the employee reasonably believes disciplinary action may result shall, upon request, be permitted Union representation. If a representative is not immediately available, the Employer shall grant the employee a reasonable amount of time not to exceed twenty-four (24) hours, to obtain Union representation prior to questioning.

**Section 4. Internal Investigations.** Internal investigations shall be conducted by Lansing Township Police Department supervisory personnel. All discipline shall be concluded within

thirty (30) business days of the date on which the incident first became known to the Employer unless the Employer sends, in writing, a notice of extension for an additional period not to exceed thirty (30) business days from the date of the notice. This time period may be extended for the duration of any ongoing criminal investigation into the subject matter of discipline. All conclusions reached in internal investigations shall be approved by the Chief of Police.

**Section 5. Compulsory Statements.** In the event the Employer seeks to obtain a verbal or written statement from an Employee concerning potentially criminal behavior or conduct, the Employee shall be notified of his/her Garrity Rights (statements obtained under threat of discipline up to and including discharge cannot be used against the Employee in subsequent criminal proceedings).

**Section 6. Disciplinary Grievances.** In the event an employee is disciplined or discharged and believes said discipline to be in violation of this Agreement, he/she must file a written grievance at Step 3 of the grievance procedure.

**Section 7. Prior Discipline.** In imposing any discipline, the Chief of Police will not base his/her decision upon any infraction of department rules or regulations which occurred more than two (2) years previously.

**Section 8. Back Pay.** In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall pay full compensation, partial or no compensation as may be decided under the arbitrator's powers. In case of improper discipline or discharge, the arbitrator shall have the power to order back pay when back pay has been lost due to an improper discharge or discipline, taking into account compensation earned elsewhere during the period in question which would not have been earned otherwise and unemployment compensation benefits received.

**Section 9. Counseling.** Counseling memos are non-disciplinary and are not to be included in any employee's official personnel file.

**Section 10. Criminal Charges.** Whenever a criminal charge or charges are referred by a warrant against the employee, it shall be the prerogative of the Employer to suspend the employee without prejudice and with or without pay until the charges within the criminal justice system are concluded.

## **ARTICLE 10 – SENIORITY**

### **Section 1. Definition.**

- A. Township seniority shall mean the length of service with the Township.
- B. Unit seniority shall mean the length of service within the bargaining unit.

**Section 2. Seniority Roster.** Management shall maintain a roster of employees, arranged according to seniority showing name and unit seniority date, and shall furnish a copy to the Union in January of each year upon written request from the Union.

## **ARTICLE 11 – LAYOFF AND RECALL**

**Section 1. Definition.** Layoff shall mean the separation of an employee from the active work force due to lack of work or funds or due to the elimination of positions because of changes in the organization.

### **Section 2. Order of Layoffs.**

- A. No regular or probationary full-time employee shall be laid off from his/her position in the Lansing Township Police Department while any part-time, seasonal, temporary, or provisional employees are serving in the same position class in the Department.
- B. Except as provided below, the layoff of probationary or regular employees in the Lansing Township Police Department shall be by reverse order of Unit seniority.

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

**Section 4. Notice of Layoff.** Employees to be laid off shall be given at least seven (7) calendar days prior notice.

### **Section 5. Preferred Eligible Lists.**

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of unit seniority for each class from which employees were displaced within the Lansing Township Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of Unit seniority for each class from which employees were displaced.
- B. Names shall remain on the list for six (6) months or the length of their unit seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.

Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Lansing Township Police Department before any other persons are selected for employment or promotion in those classes.

**Section 6. Recall from Layoff.**

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

**Section 7. Restoration to Positions from which Demoted.** Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given no less than three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

**ARTICLE 12 – LOSS OF SENIORITY**

**Section 1.** An employee shall lose his/her seniority status as an employee and his/her seniority if:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated.
- C. He/she retires.
- D. He/she does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail, or by email addressed to the employee at his/her last address filed with the Township Clerk. An employee who changes his/her address must notify the Employer of the change.
- E. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, which is less; or
- F. He/she is absent from work, including failure to return to work after the expiration of a leave of absence, vacation or disciplinary suspension, for three (3) consecutive working days without notifying the Employer, except when failure to notify is due to circumstances beyond the control of the employee.

**ARTICLE 13 – VACATION**

**Section 1.** The vacation schedule shall be as follows:

VACATION LEAVE	
Years of Service Completed	Vacation Hours
One (1) Year	Sixty (60) hours
Two (2) Years	One Hundred Twenty (120) hours
Five (5) Years	One Hundred Fifty-Six (156) hours
Eight (8) Years	One Hundred Eighty (180) hours
Ten (10) Years	Two Hundred Four (204) hours
Twelve (12) Years	Two Hundred Forty (240) hours

**Section 2.** Vacations may start on any weekday subject to prior scheduling in accordance with rules and regulations established by the Employer.

**Section 3.** Subject to the terms of this Article, an employee may take vacation leave at such times and for such lengths of time as approved in advance by the Chief of Police or his/her designee.

**Section 4.** Vacation pay shall be computed at the regular rate of pay based upon a forty (40) hour week.

**Section 5.** Unused vacation shall be paid at termination.

**Section 6.** Vacation shall not carry over from one year to the next without prior approval of the Township Supervisor or designee. In no event shall an employee be allowed to carry over more than one (1) year of vacation leave.

**Section 7.** Vacation will not accrue during an approved leave of absence without pay, during an extended military leave of absence, during a terminal vacation period nor in excess of the special maximum accrual. An eligible employee will continue to accrue vacation leave while receiving Worker's Compensation benefits only if he/she is receiving supplemental pay pursuant to Article 24, Section 1.

**Section 8.** An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other unpaid leaves of absence will be considered a break in an employee's service record in determining vacation allowance.

**Section 9.** **Vacation Bids.** Vacation leave shall be granted to employees covered hereby, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. All annual preference vacation requests must be received by the Chief or designee

in writing during the period December 1 through December 15 of any year. The request will be on a form designated for only such purpose. Vacation schedules will be determined based on an employee's request and the needs of the Department. Conflicts in vacation requests will be resolved based on bargaining unit seniority. The approved vacation preference schedule will be issued by the Chief or designee no later than January 15 of any year.

Employees may request eighty (80) hours of vacation during the period December 1 through December 15 each year and once approved cannot be bumped. The hours requested during this period may be taken as two (2) weeks, eighty (80) hours together, or as non-consecutive forty (40) hour single weeks.

**Section 10. Requests for Additional Vacation.** After January 15, employees failing to make a written request for vacation during the period of December 1 through December 15 or requesting additional vacation leave will have their vacation scheduled as the remaining vacation time and Department needs permit on a first-come, first-serve basis. If the Chief of designee has approved a vacation leave request, greater seniority or another employee can only be used to bump the vacation approval, if exercised more than sixty (60) days before the date the approved vacation leave is scheduled to begin.

#### **ARTICLE 14 – PERSONAL LEAVE**

**Section 1.** Thirty-six (36) hours of personal leave with pay shall be granted January 1 to each full-time employee who has completed six (6) months of continuous service by January 1. Personal leave may be used for the purpose of attending to, or caring for, personal matters during the course of the fiscal year, January 1 through December 31.

**Section 2.** Personal Leave will be prorated for probationary employees based upon their date of hire during the first calendar year of their employment who complete six (6) months of continuous service after January 1<sup>st</sup> in accordance with the following schedule:

<b>Six (6) Month Service Requirement Met</b>	<b>Available Personal Leave</b>
January through June	Thirty-Six (36) Hours
July through September	Eighteen (18) Hours
October through November	Nine (9) Hours
December	Zero (0) Hours

**Section 3.** Personal leave shall be utilized and charged in increments of not less than two (2) full hours. No carryover of unused personal leave credit from one fiscal year to another shall be allowed. An employee shall obtain the approval of his/her supervisor prior to being absent on personal leave.

**Section 4.** Personal leave time is credited on January 1 each year based on service the prior year. Personal leave will be prorated if an employee is absent on an unpaid leave of absence during the year proceeding January 1. (i.e. a seniority employee absent on an unpaid leave of absence for

six months prior to January 1 will receive eighteen (18) hours of personal leave credited on January 1).

## **ARTICLE 15 – SCHEDULES & PASS DAYS**

**Section 1.** **Definition.** Because employees in the bargaining unit are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to those days as “pass days.”

**Section 2.** **Number.** Employees covered hereby shall receive seven (7) pass days every two (2) weeks when working twelve (12) hour shifts. Employees regularly assigned to twelve (12) hour shifts shall be scheduled to work a total of eighty (80) hours in a two (2) week pay period. This will be accomplished through the scheduling of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift during each pay period. Employees shall have the option, with supervisor approval, to work an additional four (4) hours on their scheduled 8-hour day. These additional four (4) hours, if worked, shall be compensated at the Employee’s regular straight-time rate of pay.

**Section 3.** **Changing.** Employees hereby covered may change/trade pass days after the schedule has been posted if they receive permission from the shift(s) supervisor of the shift(s) involved. Requests to change/trade pass days shall be approved unless there is an operational justification for denial.

**Section 4.** **Schedule.** Employees’ regular work periods will be scheduled utilizing the Pittman scheduling model with twelve (12) hour shifts.

Twelve (12) hour days will consist of two (2) shifts: 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m., or another twelve (12) hour block that is mutually agreed upon by the Union and the Employer. The eight (8) hour shift, when applied, will be 7:00 a.m. to 3:00 p.m. or 7:00 p.m. to 3:00 a.m., or another eight (8) hour block that is mutually agreed upon by the Union and the Township.

The Pittman schedule will utilize four (4) teams, two (2) day shift teams, and two (2) night shift teams.

If there is a deviation in the schedule, a five (5) day notice shall be given to the affected employee(s) except in cases of declared emergency. If a five (5) day notice is not given, those hours worked outside of the posted schedule shall be paid to the affected employee(s) at the rate of time and one-half (1 ½).

**Section 5.** **Shift Preference.** Shift preference will be considered on a unit seniority basis by the Chief of Police or his/her designee. For the purposes of the Pittman schedule, employees shall have the ability to bid team assignment and shift by bargaining unit seniority. The Chief may assign a probationary officer to any team and/or shift. Non-probationary employees requesting shift preference shall do so in writing no later than fifteen (15) days prior to the posting of the new schedule. An exception to shift preference based upon seniority may occur when the Chief requests

temporary shift re-assignment of an individual (not to exceed two (2) weeks) in order to take advantage of special training or skills of bargaining unit members. When the Chief desires an exception of this nature, he/she shall convene a committee consisting of the Chief, the Lieutenant, Bargaining Unit President (or his/her designee), the employee being temporarily reassigned, and the employee temporarily being bumped. The Chief shall explain the nature and reasons for his/her request to the committee. Three (3) votes from the committee will be necessary in order to grant an exception.

**Section 6. Emergencies.** Pass days as herein provided for may be postponed for emergency purposes but pass days so postponed may be taken at a later date subject to management approval.

**Section 7.** Employees will not normally be scheduled more than six (6) days in a row unless mutually agreeable between the Chief of Police and the employee.

## **ARTICLE 16 – OVERTIME**

### **Section 1. Definitions.**

- A. **Normal Work Week.** A normal work week for regular sworn full-time employees shall consist of forty (40) hours.
- B. **On Call.** The term “on call” means situations where an off-duty employee is officially advised by a designated Department representative that he/she should be prepared to return to duty. The employee being so informed shall remain at home or at a location no further than from his/her home to the station and which is made known to the Department; and he/she is in full control of his/her faculties if ordered to return to duty. The on-call status shall be terminated by return telephone call to the individuals placed on call. On call time shall be paid at the overtime rate.

**Section 2. Overtime.** Hours worked by employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated at the overtime rate of time and one-half (1½) the regular hourly rate.

- A. Overtime shall be paid for the following:
  - 1. Call back not contiguous to the regular shift shall require payment of two (2) hours overtime minimum.
  - 2. Routinely scheduled events such as qualification shoots, training sessions, *etc.*, shall be compensated at the rate of time and a half (1½) for only the actual time in attendance or worked.
  - 3. Those individuals designated to instruct in recruit schools or other duly authorized training sessions while off duty shall be compensated at the rate of time and a half (1½) for only the actual time he/she is scheduled to instruct, unless reimbursement is

provided to the individual by the training agency. If this reimbursement is not equal to the officer's time and a half (1½) rate, the difference shall be paid by the Employer.

4. Officers subpoenaed or directed into court, including Probate Court and official hearings (i.e. LAB hearings) during off-duty hours shall continue to receive witness fees and the difference between the witness fees and the employee's time and a half (1½) rate will be paid by the Employer for a minimum of two (2) hours. If an employee is required to be in Court or a hearing for more than two (2) hours, including lunch or any other break, he/she shall be paid at the rate of time and a half (1½) for that time.
5. Officers who are required to obtain complaints and warrants or validate complaints while off duty shall be compensated at the rate of time and a half (1½) for a minimum of three (3) hours.
6. No employee shall be required to work scheduled overtime (i.e., special events, traffic control) nor shall any employee, except in cases of emergency as defined in Section 5(E) below, be mandated to work overtime while on approved leave time.
7. Field Training Officer (FTO) Pay. Two (2) hours of straight time pay, or ETO will be paid each day that an officer is assigned as a Field Trainer.

**Section 3. Approval of Overtime.**

- A. All overtime shall be authorized by the shift supervisor who is in charge of the Department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article. Section 2(A)1.

**Section 4. Pyramiding.** Payment for overtime and callback time shall not be duplicated for the same hours worked.

**Section 5. Equalization.**

- A. Overtime hours shall be divided as equally as practicable among employees within the bargaining unit. An up-to-date list showing overtime hours and unit seniority shall be posted in a conspicuous place within the Department. Only overtime hours worked covering any part of a shift will be added to the running total of overtime hours used for equalization of overtime.
- B. An employee may waive the right of equalized overtime for a yearly period (January 1 through December 31) by giving the Chief of Police notice in writing, no later than December 1<sup>st</sup>, of their desire to waive overtime.
- C. Whenever overtime is required, the person with the least number of overtime hours worked within the unit, who is assigned to the shift with time to be filled, will be

called first and so on down the list in an attempt to equalize the overtime hours. If the overtime is still unfilled, the other unit employees will be offered the overtime in order of least to most overtime worked.

- D. If the equalization list has been utilized and no employee has accepted the overtime, the Chief of Police or Command Officer may order employee(s) to work the overtime beginning with the employee with the least amount of overtime worked that is assigned to the same shift with time to be filled.
- E. If the Chief of Police or Commanding Officer determines an emergency exists, overtime may be assigned without regard to the provisions of this Section. Overtime worked during an emergency shall be added to the employee's total overtime worked for the purposes of equalization. "Emergency" as used herein is defined as an incident or combination of incidents that pose an imminent threat to property or to the safety, health, and/or welfare of the general public insofar as it creates, or may reasonably create, circumstances that exceed the capacity of necessary and available police officers.
- F. On January 1<sup>st</sup> of each year, the number of hours credited to each employee shall reset to zero.
- G. Discipline may be used when an officer refuses a mandate, or when he/she demonstrates a pattern of unavailability, to work non-scheduled overtime.

### **ARTICLE 17 – EARNED TIME OFF**

**Section 1.** All employees covered by this Agreement shall have the option to exchange overtime worked for Earned Time Off ("ETO") hours at the rate of time and a half (1 ½) under the following conditions:

- A. One hundred (100) hours maximum accrual each year of the contract, and may be carried over from year to year.
- B. Any usage or partial usage of accumulated ETO will be charged against the employee's ETO bank.
- C. The ETO option will be made by the employee within the pay period it is worked.
- D. ETO may be used in one (1) hour increments and may be used in conjunction with vacation periods.
- E. An employee may utilize earned ETO only with the prior approval of the Chief of Police of his/her designee.

- F. Employees will be granted ETO in accordance with a first come, first serve basis. If determination cannot be made which request was first, ETO will be granted on seniority basis.
- G. The option to convert overtime hours worked into ETO shall not be available when the source of funding requires employees to be compensated monetarily for hours worked. Restrictions on the ability to convert overtime hours worked into ETO will be communicated to employees prior to the work being performed.

**ARTICLE 18 – LONGEVITY PAY**

**Section 1.** All regular full-time employees of the Employer shall be entitled to receive longevity pay according to the following schedule:

<b>LONGEVITY PAY</b>	
<b>Years of Service Completed</b>	<b>Longevity Payment</b>
After Five (5) years	\$600.00
After Ten (10) years	\$1,200.00
After Fifteen (15) years	\$1,500.00
After Twenty (20) years	\$1,800.00
After Twenty-five (25) years	\$2,200.00

**Section 2.** **Definition.** A year of completed service is defined as any year in which an employee is actively employed for at least thirty-nine (39) weeks (273 calendar days). Longevity service credit shall be computed from an employee’s first day of employment. Employees entitled to longevity pay will receive payment in a separate check no later than the first pay period after December 1.

**Section 3.** **Initial Eligibility.** To qualify for the first longevity payment, an employee must have completed five (5) years of full-time, uninterrupted continuous service prior to December 1.

**Section 4.** **Continuing Eligibility.** After establishing initial eligibility, employees must be actively employed full-time for thirty-nine (39) calendar weeks (273 calendar days) during the longevity year to receive the longevity payment on first pay period after December 1<sup>st</sup>. Periods of active employment of less than thirty-nine (39) weeks, while not qualifying the employee for payment of longevity shall be toward the employee’s years of continuous service.

**ARTICLE 19 – HOLIDAYS**

**Section 1.** The following are holidays as designated by the Employer:

<b>Holidays</b>	
New Year’s Day	Veteran’s Day
Martin Luther King Jr. Day	Labor Day
President’s Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year’s Day

**Section 2.** A maximum of One Thousand Seven Hundred Fifty (\$1,750) will be paid to the members of the bargaining unit as holiday pay. Payment will be made in the paycheck for the last pay period of November, provided an employee is on the active payroll at the time. Holiday pay will be prorated to reduce the payment for any time an employee works less than fifty percent (50%) of his/her regular work schedule in any calendar month. The use of any paid leave benefit will be considered as hours worked for the purposes of this section.

When employees are working on any of the above holidays, they shall be paid at one and one-half (1 ½) times their regular hourly rate for every hour worked on each holiday. Employees beginning their shift (i.e. night shift) on any of the above-listed holidays shall be paid one and one-half (1 ½) times their regular rate of pay for actual hours worked for the entirety of their scheduled shift. Employees who start a shift on a non-holiday but complete the shift on the holiday will not receive this pay.

An employee assigned as a Detective shall receive the holiday (recognized day) off with pay.

**Section 3.** Employees leaving employment in good standing will be compensated for holidays on the basis of One Hundred Forty-Five Dollars (\$145.00) per month worked prior to separation. A “month worked” is defined as having worked no less than fifty percent (50%) of the regularly scheduled hours in the calendar month. The use of any paid leave benefit will be considered as hours worked for the purposes of this section. Employees will not be compensated for holidays for any time they are serving a disciplinary suspension that results in termination or resignation in lieu of termination.

**ARTICLE 20 – SICK LEAVE**

**Section 1.** **Purpose.** Employees may utilize sick leave for absence due to their own illness or illness of a family member, which necessitates absence from work, and for all reasons set forth under the Michigan Earned Sick Time Act, MCL 408.961 et seq, (“ESTA”). For purposes of this Article, the term “family member” includes:

A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

A person to whom the employee is legally married under the laws of any state or a domestic partner.

A grandparent.

A grandchild.

A biological, foster, or adopted sibling.

Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Section 2.** **Accrual.** Employees shall be granted seventy-two (72) hours of sick leave at the start of the Benefit Year, to be utilized in accordance with ESTA ("ESTA Time"). For the purposes of this Article, "Benefit Year" shall mean the calendar year. Newly hired employees will receive ESTA Time prorated to reflect the amount of time left in the Benefit Year, on their date of hire, available for immediate use.

Apart from the above ESTA Time, employees will accrue additional Sick Leave on the basis of six (6) sick leave hours per month. Sick Leave will not accrue during any month an employee does not work fifty percent (50%) or more of their regularly scheduled hours. The use of any paid leave benefit will be considered as hours worked for the purposes of this section.

The combination of ESTA Time and additional accrued Sick Leave shall not exceed a maximum of one hundred and forty-four (144) hours per Benefit Year.

**Section 3.** **Accumulation.** Sick Leave granted to an employee's credit which is not used during the year in which it is earned may accumulate to a maximum of one hundred and eighty (180) days. Employees hired on or after January 1, 2014, may accumulate a maximum of one hundred thirty-two (132) days of Sick Leave. This does not include ESTA Time, which will not carry over from one Benefit Year to the next.

**Section 4.** **Notification.** An employee taking ESTA Time shall inform their immediate supervisor of the fact as soon as practicable. An employee taking other Sick Leave shall notify his/her immediate supervisor not later than two (2) hours prior to the start of their scheduled hours of work, unless otherwise approved by the Chief or his/her designee. Where an employee's need for ESTA Time is foreseeable (*e.g.*, doctor's appointments or medical procedures), the employee may be required to comply with the applicable Employer policy regarding advance notice. Such policy on foreseeable ESTA Time leave may not require the employee to provide more than seven (7) days advance notice. A physician's certificate or other satisfactory evidence of illness may be

required if an employee uses more than three (3) consecutive days of sick leave. If the Employer requires documentation as evidence of the need to use sick leave, the Employer will pay the employee's out-of-pocket expenses incurred in obtaining the documentation.

**Section 5.** **Use.** Employees may use sick leave in increments of not less than one (1) hour. When using sick leave, employees will be paid their normal hourly rate. Sick leave will run concurrently with FMLA leave when applicable.

**Section 6.** **Cash Out.** Upon death or retirement with no less than twenty-five (25) years of service and obtaining age fifty-five (55), an employee will be paid fifty percent (50%) of his/her unused sick leave credits to a maximum of ninety (90) days. In the event the death of an employee occurs in the line of duty, the Employer shall pay the employee's estate an amount equal to one hundred percent (100%) of the employee's unused accumulated sick leave. Effective for 1991 and each year thereafter, an employee may be paid twenty-five percent (25%) of his/her unused sick leave credits in excess of one hundred thirty-two (132) days accumulation at the end of the year. Employees hired on or after January 1, 2014 shall be paid twenty-five percent (25%) of his/her unused sick leave credits in excess of one hundred twenty (120) days accumulation at the end of each year.

**Section 7.** **Family Medical Leave (FMLA).** Family Medical Leave shall be granted to eligible employees. Employees must utilize accrued paid leave benefits, with the exception of their unused seventy-two (72) hours of annual ESTA time, before being eligible for unpaid FMLA. Eligibility is based on a rolling year.

**Section 8.** **Light/Restricted Duty.** Employees who are injured may request restricted duty. Employees on restricted duty will be assigned to a position within the Department that is reasonably accommodating to the employee's specific restriction(s) and for which they are otherwise able and trained to perform. Absent mutual agreement between the Union, the employee, and Employer, employees on restricted duty shall work Monday through Friday 0800 (8:00AM) to 1700 (5:00PM). Restricted duty assignments may be limited in duration to a maximum of twelve (12) weeks and shall under no circumstances be available on a permanent basis. No more than one (1) bargaining unit member will be assigned light duty at a time, unless otherwise approved by the Chief of Police or Township Supervisor. Requests for restricted duty shall not be unreasonably denied.

- A. Requests for restricted duty assignments must be accompanied by an attestation from the employee's immediate supervisor that the employee reported the injury when (or as soon thereafter as practicable) it occurred as well as a physician's determination describing the employee's injury/medical condition, and the reason(s) why restricted duty is necessary for the requested duration.
- B. The Employer shall honor all scheduled vacation time and time off requests approved prior to the start of a restricted duty assignment for any employee on restricted duty or any employee transferred, as permitted by this Article, as a result of a request for restricted duty.

- C. Assignment to restricted duty shall not affect seniority, classification, wages or pay increases, promotions, transfers, retirement, or other special assignment status.

### **ARTICLE 21 – FUNERAL LEAVE**

**Section 1.** If a death occurs among members of an employee’s immediate family, the employee will be excused from work with pay for up to three (3) days (36 hours). If the employee is required to make other arrangements connected with the death, he/she shall be granted additional time off work. The additional time off work (in excess of three days) will be deducted from the employee’s ETO bank, vacation, and/or sick leave.

**Section 2.** The employee’s immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, aunt, uncle, nephew, niece, stepmother, stepfather, half-brother, half-sister or spouse’s grandparents.

### **ARTICLE 22 – HOSPITAL, MEDICAL, AND DENTAL INSURANCE**

**Section 1.** The Employer will make health insurance coverage available for the employee and his/her eligible family members through the plan described in Appendix B of this Agreement. The Employer will pay for such coverage except for any employee co-payments referenced in Appendix B.

**Section 2.** The Employer will make dental care insurance and vision care benefits for the employee and his/her eligible family members through the plan described in Appendix B. Employee co-payments, if any, will be included.

**Section 3.** The Employer may change insurance carriers; however, the Employer shall first notify the Union in writing that it wishes to change carriers at least three (3) months prior to any anticipated change. Any such change shall not substantially affect the present level of such coverage.

**Section 4.** The Employer may offer a Flexible Benefits Plan affording employees the option of waiving health insurance, dental insurance, or both for additional compensation equal to not less than one half (1/2) of the amount of the Employer contribution to which the employee would otherwise have been eligible for payment from the Employer for the health insurance and/or dental insurance coverage waived. Employees hired after January 1, 2003, will have the flex benefit capped at \$350.00 per month if both health insurance and dental insurance are waived, \$300.00 per month if only health insurance is waived, and \$50.00 per month if only dental insurance is waived.

Any employee covered by the health and/or dental plans of the Township shall be ineligible for flex benefits. This is designed to avoid dual access to Township-provided health/dental benefits and flex benefits for employees who are married to one another.

### **ARTICLE 23 – LIFE INSURANCE**

**Section 1.** The Employer agrees to continue a life insurance plan with at least Twenty-Five Thousand Dollars (\$25,000.00) coverage.

### **ARTICLE 24 – LONG-TERM DISABILITY**

**Section 1.** In the event an employee is injured on duty, the Employer shall pay the difference between Worker’s Compensation and the employee’s base salary for a period not to exceed one (1) year.

**Section 2.** The Employer shall provide a Long-Term Disability plan for non-work related illnesses or injuries that provides sixty-six and two-thirds percent (66 2/3%) of the first Seven Thousand Five Hundred Dollars (\$7,500.00) of monthly earnings with a maximum monthly benefit of Five Thousand Dollars (\$5,000.00). There is a one hundred eighty (180) day waiting period with a maximum of two (2) years disability payment. The Employer shall pay the premium for bargaining unit members.

### **ARTICLE 25 – RETIREMENT**

**Section 1.** The Charter Township of Lansing group pension plan will remain in effect.

**Section 2.** All employees will be covered under the MERS defined benefit B-3 plan. Vesting is ten (10) years. The early retirement option, F55 (25), will be available. The pension plan will include riders FAC-5 and D-2. The Township contribution towards the cost of the MERS pension plan per member shall not exceed 9.5% of payroll annually. Employee contributions, if any, to the MERS pension plan will be determined annually following receipt of the actuarial report. Bargaining unit employee contributions may vary depending upon the actuarial report. Contributions will be made through payroll deduction and will be expressed as a percentage of pay.

**Section 3.** The Employer will pay seventy-five percent (75%) of its normal contribution toward providing the health insurance coverage set forth in Appendix B for any employee who retires after January 1, 1997, and his/her spouse upon such employee’s retirement from police work in Lansing Township following the employee’s 50<sup>th</sup> birthday and twenty (20) years of service with the Township. This benefit will be available only to employees covered by the defined contribution plan.

Any employee retiring after June 7, 2010, who is at least fifty (50) years of age will be eligible for retiree or retiree and spouse coverage and Employer contributions thereto equal to that provided to active employees for single or two-person coverage, provided the employee has at

least twenty-five (25) years of service with the Employer at the time of retirement. Employees covered by the MERS pension plan must be at least age fifty-five (55) and have at least twenty-five (25) years of service in order to qualify for retiree health benefits. "Spouse" is defined as the individual to whom the retiree was married on the retiree's date of retirement.

When the retiree and/or spouse is eligible for Medicare, the liability of the Employer shall be limited to providing supplemental Medicare coverage. The Employer's contribution towards such coverage will be no greater than the contribution amounts that were provided prior to Medicare eligibility. Medicare supplemental coverage is defined by the carrier.

A surviving spouse of a deceased retiree shall be ineligible for Employer-paid benefits.

Years of service are considered years of service with the Employer, the Charter Township of Lansing.

Retiree contributions for health insurance shall be prepaid by the retiree at the beginning of each month.

#### **ARTICLE 26 – UNIFORMS, DAMAGED PROPERTY, AND WEAPONS PURCHASE**

**Section 1.** In the selection, procurement, and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function and responsibility of the officer.

**Section 2.** The Employer will provide all uniforms and equipment required for use by officers.

**Section 3.** The Employer will provide uniforms on an as needed basis, as approved by the Chief of Police or his/her designee. The Employer will provide at least one (1) pair of shoes or one (1) pair of boots (as approved by the Chief of Police) to each officer and such other equipment as is required when needed. The Employer shall furnish such equipment within thirty (30) days. The allowance for boots or shoes is up to two hundred and fifty dollars (\$250.00) per year to be reimbursed to the employee. Anything over two hundred fifty (\$250), the employee will have to pay for the difference.

**Section 4.** The Employer will provide Four Hundred Dollars (\$400.00) per year per officer for the cleaning of uniforms. The cleaning allowance will be prorated during periods of time an employee is absent on an unpaid leave of absence.

**Section 5.** Those officers assigned as detectives will be reimbursed Four Hundred Dollars (\$400.00) per year to purchase clothing that is to be used in the performance of their duties. In addition, they will receive Four Hundred Dollars (\$400.00) per year allowance for cleaning.

**Section 6.** In the event an employee, in the line of duty, through no negligence of his/her own, sustains damage to a watch, glasses or contact lenses, he/she shall be entitled to repair or, if

necessary, replacement of glasses of contact lenses in an amount not to exceed \$125.00. Reimbursement up to a maximum of \$50.00 will be made for damage to a watch.

**Section 7.** Weapon Purchase – Details are outlined in the Patrol Rifle Purchase Program.

### **ARTICLE 27 – LIABILITY INSURANCE**

**Section 1.** The Employer shall provide to an employee liability insurance coverage for legal assistance and/or defense as may be required when a civil action is brought against an employee as a result of acts occurring when and while said employee is engaged in the performance of the employee’s duties and responsibilities for the Employer, provided that notification is immediately given to the Employer that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

### **ARTICLE 28 – MEDICAL DISPUTE**

**Section 1.** In the event the Employer disagrees with the evaluation of an employee’s physician or expert involving an employee’s ability to perform his/her job, the Employer shall be entitled to have the employee examined by an expert(s) of its choosing and at its expense. If the dispute still exists, at the request of the Union, the employee’s physician(s) or expert(s) and the Employer’s expert(s) shall agree upon an examiner to evaluate the employee’s physical and/or mental fitness for duty. The decision of this mutually selected expert(s) will be binding on the employee, the Union, and the Employer. The expense of the examination and report of this expert(s) shall be paid for by the Employer.

### **ARTICLE 29 – LEAVE FOR UNION CONFERENCES OR CONVENTIONS**

**Section 1.** The Employer will grant to the president or his/her designee of the Union two (2) additional personal leave days per year to be used in accordance with Article 14, Section 2, to attend to Union business.

### **ARTICLE 30 – AUTOMOBILES**

**Section 1.** In the procurement of motor vehicles for patrol purposes, the Employer shall use best efforts to secure automobiles and equipment of quality, design, and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

**Section 2.** Automobiles purchased shall have the following:

Air Conditioning	Power Steering
Power Brakes	Power Windows
Protective Cages	Outside Mirrors (passenger side)
Automatic Rifle Locks mounted in the passenger compartment	
Patrol Vehicles purchased in the future will have plastic rear seats.	

### **ARTICLE 31 – PERSONAL VEHICLE USE**

**Section 1.** Each employee shall be reimbursed actual and necessary mileage for the use of his/her automobile in the course of employment.

**Section 2.** Mileage shall be paid at the standard mileage rates set by the IRS for any travel in a personal vehicle for employment purposes (*i.e.*, to and from an employee's home to court, or Township Hall to court if a Township vehicle is not available for use).

### **ARTICLE 32 – DETECTIVE VEHICLES**

**Section 1.** Detectives shall be provided an automobile appropriate for their assignment with the complete and necessary cost of its use and maintenance paid for by the Township. Vehicles may be taken home by the employee at the end of his/her working day. Detectives may use assigned vehicles for incidental personal purposes (banking, groceries, dry cleaning, appointments, *etc.*). Township vehicles shall not be used for social purposes, particularly for attendance at events or activities where alcohol may be present.

### **ARTICLE 33 – SUBCONTRACTING**

**Section 1.** In the event of an emergency, including but not limited to, flood, tornado, power blackout, winter storm, natural disaster or civil disorder, it may be necessary on a temporary basis to subcontract bargaining unit work. Prior to subcontracting bargaining unit work in such a situation, the Employer shall make reasonable efforts to locate all bargaining unit personnel who are available to work.

**Section 2.** Except in case of emergency, no subcontracting shall occur except upon at least thirty (30) days notice to the Union. The Employer, should it determine that subcontracting is necessary, shall immediately schedule a special meeting with the Union to occur as soon as possible after giving the thirty (30) day notice of intent to subcontract.

**Section 3.** At the special meeting, the parties shall attempt to determine whether there are any reasonable alternatives to subcontracting. The Employer shall endeavor to protect existing employees who are affected by subcontracted bargaining unit work and shall propose a plan to the Union for relocation of any existing employees affected by subcontracting work including but not limited to the following action:

- A. Transferring employees to a different department within the Township;
- B. By assisting and placing employees affected by subcontracting working with the department, agency, or governmental unit to whom the work was subcontracted; or,
- C. By assisting and placing displaced employees with another police department.

### **ARTICLE 34 – SAVINGS CLAUSE**

**Section 1.** If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplements.

### **ARTICLE 35 – EDUCATIONAL BONUS**

**Section 1.** An educational bonus of Two Hundred Dollars (\$200.00) shall be paid to any employee receiving an Associate's Degree or equivalent and Five Hundred Dollars (\$500.00) in the case of a Bachelor's Degree. The parties agree that for the purposes of computing percentage salary increases, educational bonuses shall not be included in an employee's base salary.

### **ARTICLE 36 – WAGES**

**Section 1.** Wages for employees covered by this Agreement shall be in accordance with the wage schedule attached hereto in Appendix A.

**Section 2.** **Prior Experience.** New hires will ordinarily be paid at the starting wage step. Based upon prior applicable law enforcement experience, the Chief of Police may start a new hire at any step on the wage scale commensurate with their prior experience, with approval from the Township Supervisor. New hires who receive such an adjustment shall advance to the next wage step one (1) year after his/her date of hire and every year thereafter until achieving top pay.

**Section 3.** **OIC Compensation.** On those occasions when no supervisory officer is on duty, the Employer may appoint a police officer on that particular shift as the Officer in Charge (OIC). An employee acting as the OIC shall receive a premium payment of fifty dollars (\$50.00) for each shift worked as OIC. Such OIC premium is not to be taken into account with respect to the compensation of overtime, longevity pay, holiday pay, vacation pay, or any other benefit or premium specified by this Agreement.

### **ARTICLE 37 – PROMOTIONS**

**Section 1.** Promotions shall be made on the basis of seniority, written examinations, and interviews by the Chief and/or his/her designee, and by an Oral Board designated by the Chief and/or his designee, consistent with Appendix C. All promotions must be approved by the Township Board.

**Section 2.** An employee promoted to the rank of Sergeant or above shall serve a twelve (12) month promotional trial period. During this period, the employee may, at his/her option during the first three (3) months thereof or at the request of the Employer at any time during the twelve (12)

month period, revert back to his/her former classification and rate of pay. During this trial period, the employee will receive the rate of promotional classification.

**Section 3.** Any employees promoted from the bargaining unit to a position with the Employer not included in the bargaining unit shall continue to accumulate seniority within the bargaining unit while in the promotional trial period. Thereafter, the promoted employee's seniority will be frozen while such employee remains outside the bargaining unit. If the promoted employee should be laid off from his/her position in the non-bargaining unit position he/she shall be entitled to exercise his/her seniority in the bargaining unit and displace the least senior employee provided he/she can perform the work of the employee being displaced without further training.

### **ARTICLE 38 – INVESTIGATOR / DETECTIVE POSITION**

**Section 1.** Investigator/Detective position will be a lateral transfer within the patrol officer rank according to the following provisions:

- A. The individual appointed to this assignment will serve for a period not to exceed forty-eight (48) months. By mutual consent of the Union and the Township, the assignment can be extended. Such extension(s) will be for six (6) month intervals.
- B. It is further acknowledged that the Chief, at his/her sole discretion, may remove an individual from this assignment at any time during the service period and laterally transfer him/her back to patrol duty. In the event the person is removed from the position early, they will receive advanced notice of thirty (30) days prior to removal unless special circumstances occur. If the Chief takes such action, he/she will state the reason for the action. The Union acknowledges that the decision of the Chief is final in such circumstances and that the Union and/or the individual have no recourse regarding the lateral transfer back to patrol duty.
- C. It is agreed that the selection process for the position will be by posting within the Department. Those seeking the assignment and meeting the minimum qualifications as determined by this Agreement as detailed in the posting, will submit a letter of application meeting the criteria. The Chief will review and evaluate the qualifications of each candidate and will conduct an interview process with the candidates after which the Chief will announce the selection of the successful candidate. The decision of the Chief shall be final.
- D. The assignment to the position of Investigator/Detective is a lateral move. The individual selected will be compensated at the Detective rate as provided herein. Upon completion of the assignment, the individual will be compensated based on the non-supervisory wage schedule based on total months of service.
- E. Applicants must have a minimum of three (3) years of seniority with the Lansing Township Police Department, must be performing satisfactorily in their current assignment, and may not currently be on probation.

- F. The Investigator/Detective's direct supervisor will be the Chief of Police and/or his/her designee.
- G. Investigators/Detectives will not be used as patrol officers.

### **ARTICLE 39 – TRAINING**

**Section 1. Training.** Training for bargaining unit employees will be determined at the discretion of the Chief of Police. When employees are required to attend out-of-town training, the Employer shall compensate for travel time from the Department or a location closer to the training center, whichever is less. The Employer shall also provide transportation that is safe, reasonable, and appropriate for all employees attending.

### **ARTICLE 40 – DRUG & ALCOHOL TESTING**

**Section 1. Drug & Alcohol Testing.** Except as otherwise permitted herein, an employee on duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or policy. Reasonable suspicion as used herein means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Department policy.

- A. In the event it is requested an employee submit to a reasonable suspicion test for the presence of drugs or alcohol, the employee shall be permitted to confer with union representation (by telephone if such representation is not present) prior to testing, provided it does not unreasonably delay the test.
- B. An employee who refuses to submit to a reasonable suspicion test may be subject to discipline up to and including discharge.
- C. Reasonable suspicion tests for alcohol in the form of a preliminary breathalyzer test (PBT) shall be given by supervisory personnel trained and/or certified to administer the test with the specific device used.
- D. Upon completion of any test, the supervisor asserting reasonable suspicion as defined by this Section shall immediately write a detailed written report of the circumstances, his/her observations, justifications, and/or all other relevant facts relied upon in establishing reasonable suspicion. In the event a supervisor performs the test, the report shall also include the test results.
- E. The Employer shall not be required to have reasonable suspicion to require an employee submit to a test for the presence of drugs or alcohol immediately following the employees:

- a. Involvement in a motor vehicle accident (regardless of fault or injury) while on-duty and operating a Township-owned vehicle or patrol car.
- b. Discharging of a firearm during the course of his or her duties.
- c. Use of force resulting in significant injury or death.

**ARTICLE 41- PHYSICAL FITNESS & ABILITY TESTING**

**Section 1.** All bargaining unit employees may take a physical ability test on an annual basis. The test shall be administered once per year at a time determined by the Chief or his/her designee. The date, time, and location shall be posted for all employees thirty (30) days prior to the testing. The test shall correspond to the sex and age criteria set by MCOLES for physical requirements for pre-enrollment in training academy. Employees shall receive three hundred dollars (\$300.00) each year contingent upon passing the test for that year.

Candidates are required to pass all four (4) events of the test.

The minimum performance standards for the MCOLES physical fitness test are displayed below. The numbers in the tables represent the pass/fail point for each event. In order to pass the test, candidates must score at least the minimums listed in the tables in each of the four events.

- The time limit for sit-ups is one (1) minute.
- The time limit for push-ups is one (1) minute
- The 1/2 mile shuttle run is fifteen (15) laps around the outside of two (2) markers set at eighty-eight (88) feet apart.

**MALES**

AGE GROUP	VERTICAL JUMP Best of three (3) attempts	SIT-UPS	PUSH-UPS	1/2 MILE SHUTTLE RUN
18-29	17.5"	32	30	499.6
30-39	16.0"	30	30	4:38.2
40 +	15.0"	30	28	4:54.7

**FEMALES**

AGE GROUP	VERTICAL JUMP Best of three (3) attempts	SIT-UPS	PUSH-UPS	1/2 MILE SHUTTLE RUN
18-29	11.0"	28	7	5:35:4
30-39	9.0"	19	7	5:59:1

40 +	8.0"	18	7	6:13.3
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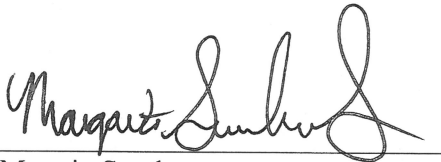
**ARTICLE 42 – TERM OF THIS AGREEMENT**

**Section 1. Ratification.** The Employer’s negotiating committee shall submit to and shall recommend that the Township Board of Trustees ratify this Agreement only after the Union submits this Agreement to and receives ratification by the members of the Union within the bargaining unit.

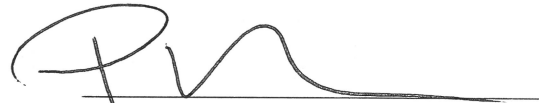
**Section 2. Effective and Termination Dates.** Agreement shall become effective on the 21<sup>st</sup> day of October 2025 and shall continue in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December 2027.

**FOR LANSING CHARTER  
TOWNSHIP:**

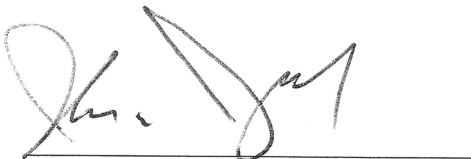
**FOR THE CAPITOL CITY  
LABOR PROGRAM:**



Maggie Sanders,  
Township Supervisor



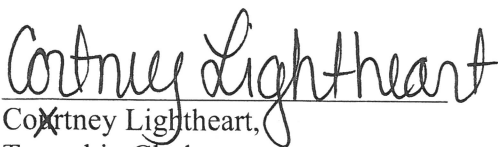
Pat Herson,  
Bargaining Unit President



John Joseph,  
Chief of Police



Codie Poirier,  
Bargaining Unit Vice President



Courtney Lighthouse,  
Township Clerk



Bradley Richman,  
Executive Director

## APPENDIX A

<b>Patrol Officer</b>		<b><u>4%</u></b>	<b><u>4%</u></b>	<b><u>4%</u></b>
Step	Current	Effective 1 <sup>st</sup> full pay period after January 1, 2025	Effective 1 <sup>st</sup> full pay period after January 1, 2026	Effective 1 <sup>st</sup> full pay period after January 1, 2027
1 (Start)	\$49,209.12	\$ 51,177.48	\$ 53,224.58	\$ 55,353.57
2 (6 Months)	\$51,135.32	\$ 53,180.73	\$ 55,307.96	\$ 57,520.28
3 (12-24 Months)	\$53,469.57	\$ 55,608.35	\$ 57,832.69	\$ 60,145.99
4 (25-36 Months)	\$55,367.40	\$ 57,582.10	\$ 59,885.38	\$ 62,280.80
5 (37-48 Months)	\$59,447.06	\$ 61,824.94	\$ 64,297.94	\$ 66,869.86
6 (49-66 Months)	\$67,682.90	\$ 70,390.22	\$ 73,205.82	\$ 76,134.06
72 Months and Over	\$69,036.56	\$ 71,798.02	\$ 74,666.94	\$ 77,653.62
<b>Detective</b>				
Yearly	\$69,122.40 (+2%)	\$ 73,314.43	\$ 76,247.01	\$ 79,296.89