

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF EAST LANSING, MICHIGAN

AND THE

CAPITOL CITY LABOR PROGRAM

Non-Supervisory Police Officers

Effective July 1, 2024 to June 30, 2026

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Agreement	1
I	Recognition—Employees Covered	1
II	Management Rights	1
III	Public Security	2
IV	Union Membership	2
V	Local Bargaining Committee	3
VI	Probationary Period	4
VII	Seniority	4
VIII	Layoff and Recall	5
IX	Working Hours and Overtime Compensation	6
	Acting Pay	9
	Training Days	10
X	Pass Days	12
XI	Vacation Leave	13
XII	Sick Leave	14
XIII	Holidays	17
XIV	Longevity, Education, Firearm and Equipment Pay	18
XV	Dental, Hospitalization and Medical Coverage	19
XVI	Group Life Insurance and Liability Coverage	22
XVII	Disability Insurance	23
XVIII	Other Leave	23
	Funeral Leave	23
XIX	Retirement (Police and Jail Officers)	25
XX	Special Meetings	27
XXI	Promotions	28
XXII	Demotions	30
XXIII	Assignments	30

XXIV	Corrective Action	31
XXV	Discipline and Internal Investigations	32
XXVI	Rates for New Classifications	34
XXVII	Salary Classification	34
XXVIII	Miscellaneous	35
XXIX	Grievance Procedure	39
XXX	College Tuition Reimbursement	42
XXXI	Performance Standards and Appraisals	43
XXXII	Independent Police Oversight	47
XXXIII	Agreement, Ratification, Termination, Modification	49
	Appendix A: Wages	51
	Appendix B: Dental Insurance	52
	Appendix C: Long Term Disability Benefit	54
	Appendix D: Drug and Alcohol Policy	57
	Appendix E: Healthcare Task Force	59
	Appendix F: Employment of Relatives Policy	60
	Appendix G: Performance Appraisal Forms and Scoring Matrix	61
	Appendix H: Letter of Agreement – Evidence and Technology Technician	71

AGREEMENT

This Agreement is entered into between the City of East Lansing, Michigan, hereinafter referred to as the “City”, 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 to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the City’s success in establishing a proper service to the community.

ARTICLE I **RECOGNITION - EMPLOYEES COVERED**

1:1: 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 and other conditions of employment for the term of this Agreement and for all regular full-time sworn employees of the Police Department of the City of East Lansing whose positions are classified as Police Officer and all full-time or part-time employees of the East Lansing Police Department whose positions are classified as Jail Service Officer or Quartermaster. All other employees in this department are excluded from recognition in this bargaining unit.

ARTICLE II **MANAGEMENT RIGHTS**

2:1: 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 the City elected officials. further, all rights which are ordinarily vested in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit municipal employees other than Police Department employees to perform

bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services and is determined to be an emergency; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods and cleanup times, the starting and quitting times, and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereafter without seven (7) calendar days advanced notice to the Union unless required notice is otherwise mandated by applicable law, and its reasonableness may be subject to the grievance procedure; (n) to transfer, promote and demote employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work. The City and Union hereby agree and recognize that the delivery of essential public safety service in the most efficient, effective and courteous manner is of paramount importance. The City shall have the right to cancel all leaves, vacations, pass days, holidays and any other paid or unpaid leaves of absence or days off in the event of a declared emergency within the City. "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. The officer reporting to work under this provision is entitled to be compensated at overtime rates, nothing contained in this section shall limit or restrict such overtime compensation.

ARTICLE III **PUBLIC SECURITY**

3:1: 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, 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 while on-duty. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE IV **UNION MEMBERSHIP**

4.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

4.2: The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

4.3: Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.4: If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

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

4.6: Productive Time. The Union agrees that working hours shall be productive hours and that there shall be no Union work activity on City time and/or on the City's premises when it interferes with the duties of any employee (other than that specifically permitted by the express terms of this Agreement or law). The Union President shall be allowed reasonable release time to carry out his/her duties in addition to any time as authorized by this Agreement.

4.7: Division Membership and Activity. Neither the Department, City, or Union shall discriminate against any employee because of his or her membership or non-membership in the Union. Furthermore, the Department and/or City shall not discriminate against, retaliate against, or take adverse employment action against any employee because of lawful membership activity or for their seeking Union assistance with regards to employment matters nor shall the City, Department, or its employees discourage employees covered by this Agreement from doing so.

4.8: Access to Premises. The Union shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive of the duties of working employees or the efficient operations of the Department. The Union shall obtain prior approval for such meetings from Management. Approval shall not be unreasonably withheld or denied. The Employer further agrees that representatives of the Union shall be permitted reasonable and necessary access to the premises of the Employer with advance or concurrent notice to the appropriate Employer representative for the purposes of administration of this Agreement.

ARTICLE V

LOCAL BARGAINING COMMITTEE

5.1: The bargaining committee of the local association will include not more than three (3) employees of the East Lansing Police Department and may include not more than two (2) non-employee representatives. The Association will furnish the City Manager with a written list of the

Union's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

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

ARTICLE VI **PROBATIONARY PERIOD**

6:1: When a new police officer is hired into the bargaining unit, they shall be considered as a probationary employee for the first twelve (12) months after being sworn into service. Employees on probation shall be evaluated every three (3) months. The evaluation shall be in writing and completed by a supervisor. The supervisor has the option of consulting with employees in the unit as to the probationary police officer's work performance.

6:2: An employee is presumed to have terminated his or her probationary period and obtained full-time police officer status at the end of twelve (12) months, after being sworn into service, unless the City notifies them to the contrary, after which the City may provide a six (6) month extension of the probationary period. However, after an employee attains regular, full-time employment, the employee may not be dismissed without written notice to the employee setting forth the specific reasons for dismissal and if the employee and the Union believe the termination is without just cause, a special meeting may be called to review the action. If the City and the Union reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the provisions of this contract.

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

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

ARTICLE VII **SENIORITY**

7.1: Definitions. Seniority shall be defined as the length of service as a police officer or as a jail service officer in the department. In the event two or more police officers are sworn in on the same day, or in the event two or more jail service officers are hired on the same day, the date of their respective applications shall control with respect to seniority. There shall be no seniority

among probationary employees; however, after an employee completes his or her probationary period(s), his or her seniority will be retroactive to his or her date of last hire.

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

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

- A. The employee resigns or quits.
- B. The employee is discharged with just cause and not reinstated.
- C. The employee retires.
- D. The employee is convicted of a felony, which is defined as any criminal offense carrying a maximum penalty of more than one year.
- E. The employee has been on layoff for a period of time equal to his or her seniority at the time of layoff or two (2) years, whichever is lesser.
- F. The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days, without notifying the City, except when the failure to notify and absence from work is due to circumstances beyond the control of the employee.

ARTICLE VIII

LAYOFF AND RECALL

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

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

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

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

8.5: Recall from Layoff.

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

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

ARTICLE IX

WORKING HOURS AND PREMIUM COMPENSATION

9.1: Work Days and Hours. Employees covered hereby are required to be on duty a minimum of eight (8), ten (10) or twelve (12) hours during each scheduled duty day, excepting as excused by management. Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof. Determination of the starting time of daily, weekly, and monthly work schedules shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such reasonable overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees are expected to return to duty when requested by the Police Chief or the City Manager. Employees covered hereby shall be entitled to a one-half hour paid lunch period for each scheduled duty day. During the lunch period, officers will remain in radio service.

9.2: Overtime Compensation. Overtime is defined as work performed by an officer in excess of eight (8), ten (10) or twelve (12) hours per duty day when authorized by the department head. Officers authorized to work in excess of eight (8), ten (10), or twelve (12) hours per duty day shall be paid time and one-half for all hours worked over eight (8), ten (10), or twelve (12) hours. If the overtime worked is ten (10) minutes or less beyond the regular shift the employee shall not be compensated for same. Employees covered by this Agreement are expected to report at the start of the shift in uniform, having completed all pre-duty preparations and ready to commence their tour of duty.

- A. If an officer is called back to duty or is subpoenaed into court, or has to go to court in order to validate a complaint/warrant, they shall be paid (if off duty) at a rate of time and one-half his or her hourly wage, with a minimum of two (2) hours payment at overtime rates. Police officers not on their regular shift but required to go to court or a liquor control commission hearing in the Tri-County area (Ingham, Eaton, and Clinton Counties), with the exception of courts within the East Lansing or Lansing City limits, will be provided one half hour pay at applicable pay rate for travel time from the Department to the Court. Pay for court appearances outside the Tri-County area will be based on actual travel

time. Actual court time must exceed two (2) hours in order to be eligible for the one-half (½) hour travel time payment. New hire officers called to Court by their previous employers will not receive court time compensation from the City. They also are not subject to discipline by the City for their participation or non-participation in said activities.

- B. If training is canceled with less than five (5) days' notice, the officer is to return to his or her regular shift. If on afternoons or midnights, the officer will receive two (2) hours call back pay.
- C. Training day costs are \$15.00 per day for travel, parking and food for training outside the City limits or any location in the City where expenses are incurred, exclusive of firing range training at Michigan State University.
- D. Officers in special training shall receive overtime compensation if the training exceeds eight (8) hours and the employee is assigned to an eight (8) hour day, exclusive of a lunch and/or dinner period.
- E. Anytime a police officer is subpoenaed back from vacation by a prosecuting agency to appear in Court, they will be paid triple time for a minimum of four hours. The employee will be paid at the normal overtime rate for any time spent in Court in excess of four hours. The definition of a vacation for this purpose is defined as a minimum of 5 consecutive days off, at least one of which must be leave other than a pass day, which has been granted and approved through the police administration (ELPD Policy 40-07). A leave request form must be on file, and the date of the vacation approval must be prior to the date the subpoena was issued to receive triple time. Third party subpoenas for civil action are not subject to vacation overtime. Time and one-half shall be paid for all other matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearance, License Appeal Board hearings, and Liquor Control Commission hearings and District Court civil infraction hearings) which occur beyond the employee's normal shift. The employee shall keep (and any such sum so retained shall not be included in his or her overtime compensation paid hereunder) any mileage allowance received in connection with these types of proceedings. In the event an officer is subpoenaed to Court, they will appear at court and not be ordered to stand by. The officer then will be compensated at the appropriate overtime rate of pay.

9.3: Scheduling. A shift schedule shall be posted or released department wide once every thirty (30) days indicating the normal workday for every member of the bargaining unit. (Said schedule shall be released at least one hundred and twenty (120) hours prior to its effective date).

The City must give one hundred and twenty (120) hour notice before changing an employee's posted shift schedule. Any hours worked as a result of the failure to comply with this one hundred and twenty (120) hour notice requirement shall be compensated at the rate of time and one-half.

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

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

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

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

Rotation of shifts is as follows:

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

9.4 President Assigned to Day Shift. The local association president may choose to be assigned to the day shift with first choice that of the president, and second choice that of the vice president. If neither chooses to be assigned to days they will make themselves available for meetings with reasonable notice. The Union President may select an alternate to work the day shift

as long as the alternate is an officer of the Union. This process shall be outside the normal bid shift procedure. There will be no overtime compensation for attending meetings outside the shift.

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

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

There will be a voluntary sign-up list for overtime assignments for non-supervisory police officers. The department will keep a record of overtime worked. There will be a sincere effort to equalize overtime; however, if an officer is missed for an overtime assignment, they will not have access to the grievance procedure but will be granted the next available overtime assignment. Additionally, the City agrees an officer will not work more than sixteen (16) consecutive hours except because of an emergency.

9.7: Acting Pay. On those occasions when no supervisory officer is on duty and assigned to directly oversee road patrol functions, the senior police officer on that particular shift will receive an hourly premium payment for assuming the duties of a supervisory officer. The premium paid by the Employer hereunder shall be the difference between the officer's rate of pay and the base hourly rate of pay for the Sergeant classification for all hours the officer assumed such duties. Such acting rank premium is not to be taken into account with respect to the computation of overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by this collective bargaining agreement.

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

9.9: 12 Hour Shifts. Patrol officers will be assigned to a twelve (12) hour workday, keeping with the following conditions:

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

Blue Time. Each sworn police officer in the bargaining unit will earn "Blue Time" which will be kept in a separate bank, with a maximum accumulation of one hundred twenty (120) hours. Employees shall earn four (4) hours of blue time per pay period. (Blue time is earned at time and a half thus this equals six (6) hours. Employees (who earn six (6) hours of blue time automatically

each check) will be asked to keep their blue time from accumulating to the maximum of one hundred twenty (120) hours, unless that officer's retirement has been announced and is pending within forty-five (45) days. Patrol employees who exceed an accumulation of one hundred eight (108) hours of blue time will agree to schedule themselves for time off, expending blue time, so as not to accumulate so much blue time that more cannot be earned as regular compensation. Additionally, employees agree to reduce their blue time bank to eighty-four (84) hours or less at the time of retirement or separation of employment. Employees will not be compensated for any hours over eighty-four (84) at the time of retirement or separation of employment and therefore must coordinate the use of blue time hours as their retirement date approaches to ensure that they do not exceed that limit. The payout for blue time at a time other than retirement does not apply to an employee's final average compensation.

Blue Time Buyout. Employees who have a minimum ninety (90) hours of accumulated Blue Time accrual may request a cash out payment annually of up to thirty-six (36) hours of Blue Time. Those employees who are in a special assignment that results in not earning Blue Time shall have the option to cash out an equal amount of vacation time. Payment shall be based on the employee's current hourly rate. The payout shall occur in the first payroll period of December each year.

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

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

Training Days. The scheduling of training days will be handled in a manner consistent with our current procedure. An eight (8) hour training day will be considered to be part of a twelve (12) hour shift. After meeting the requirements of an assigned training day, which will be considered to be eight (8) hours, the employee may expend the remainder of the twelve (12) hour day by use of leave time rather than working the remainder of the shift after the training is completed. Permission from the employee's supervisor is required to deviate from this agreement, to remain on such rather than expending leave time. If the training is for five (5) calendar days or greater, the employee will be compensated at a rate of forty (40) hours for the week (eight (8) hours per day), plus overtime for all time worked over and above an eight (8) hour day. The employee will then schedule the remainder of the twenty-eight (28) day period with an appropriate combination of duty time and blue time to ensure an eighty-four (84) hour pay period. The parties acknowledge scenarios related to training exist that cannot be foreseen. Accordingly, the City and the Union agree to meet and discuss concerns related to the scheduling of training, with a spirit of mutual cooperation.

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

9.10: Jail: Twelve (12) Hour Shifts. Jail service personnel will be assigned to a twelve (12) hour work day, keeping with the following conditions:

- A. Overtime Compensation. Overtime is defined as work performed by a jail service officer in excess of eighty (80) hours per pay period or twelve (12) hours per duty day, rather than eight hours per day, as defined in the current bargaining unit contract. All other applicable definitions and restrictions regarding overtime as described in the contract shall remain the same.
- B. Pass Days - Number. Full-time jail service personnel shall earn pass days at the rate of seven (7) pass days every 14 days, equating to eighty-four (84) hour pay periods. Part-time jail service personnel may be scheduled at the discretion of the Chief of Police or designee but shall not regularly be scheduled to work more than sixty (60) hours per pay period.
- C. Leave Time, Sick Time. Vacation, holiday and personal leave, and sick time shall be earned, based on an eight (8) hour day. The rate, at which this time is earned, shall not change with the implementation of twelve (12) hour shifts. The rate at which this time is expended shall be calculated by the hour; thus when a full day of time is used, twelve (12) hours shall be subtracted from a jail employees appropriate leave bank. Maximum accumulated hours in each leave time bank shall not change as a result of this agreement.
- D. Holidays. When a jail service employee works a holiday, the employee shall receive pay at time and one-half his or her holiday for all hours worked on the holiday. The employee shall receive double time for the time worked beyond twelve (12) hours. The employee shall also be compensated with twelve (12) hours of holiday time for working a full twelve (12) hour work day on a holiday. If an employee chooses to take a holiday off, eight (8) hours of holiday time will be earned, as specified in the current contract. If this holiday is not a pass day, twelve (12) hours will be deducted from the appropriate time bank.
- E. Training Days. Training days will be handled in a manner consistent with our current procedure. An eight (8) hour training day will be considered to be part of a twelve (12) hour shift. The employee will have the option of expending four (4) hours of accumulated time, rather than working the remainder of the shift.

9.11: Field Training (FTO) Compensation. Employees who are assigned by the Employer to work as field training officers shall receive an additional two (2) hours of compensation at their regular straight-time rate of pay for each day they are assigned to work with

a trainee.

9.12: Inclement Weather Compensation. In cases where the City is officially closed and/or its operations are suspended by order of the City Manager due to inclement weather, emergency, or other acts of God, either in its entirety or department by department, the following shall be in effect:

Employees who report to work during the period of the closure will receive one (1) additional hour of personal leave time for each hour worked during their regularly scheduled shift. This provision shall apply to employees who, prior to the closure, were scheduled to work overtime (and then did so) during the period of the closure. The Employer shall not be required to provide supplemental vacation hours to employees who worked overtime that was a direct result of, or in response to, the inclement weather or Act of God that caused the closure. Inclement weather compensation is subject to a maximum accrual of twenty-four (24) hours per calendar year of additional personal leave time per employee.

ARTICLE X **PASS DAYS**

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

10.2: Number. Employees covered hereby earn pass days each month they are employed by the City. Employees shall earn eight (8) pass days every twenty-eight (28) days for a total of one hundred four (104) pass days each year. Road patrol officers on 12 hour shifts will earn 14 pass days every 28 days, jail officers on twelve (12) hour shifts will earn fourteen (14) pass days for every twenty (28) days.

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

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

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

ARTICLE XI
VACATION LEAVE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII

SICK LEAVE

12.1: The first seventy-two (72) hours of sick leave used in any calendar year shall be treated as earned sick time under the Earned Sick Time Act ("ESTA") and shall be administered in accordance with that statute. Any policy which is adopted by the City to address ESTA is subject to collective bargaining with the Union.

12.2: Permissible Uses. The Employer shall permit an employee to use sick leave time for any of the following reasons:

- (a) mental or physical illness, injury, or health condition of the employee or a member of the employee's immediate family; (For purposes of this Article, "immediate family" shall be defined as: biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, adoptive parent, or 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; Grandparent; Grandchild; Biological, foster, and adopted sibling; and/or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.)
- (b) medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, disease, or health condition(s);
- (c) preventative medical or dental care for the employee;
- (d) If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability;
- (e) to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual

assault;

- (f) For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency;
- (g) Where it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

12.3: Notification. The first seventy-two (72) hours of sick leave used in a calendar year shall be subject to the following notification procedures:

Where an employee's need for sick leave is foreseeable (e.g., doctor's appointment or medical procedure), the employee shall provide up to seven (7) days advance notice. Where an employee's need for sick leave is unforeseeable, the employee shall provide notice as soon as practicable. Failure to follow these procedures may result in the denial of the employee's claim for paid time off.

The following notification procedures apply only after an employee has used seventy-two (72) hours of sick leave in a calendar year.:

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor or department head at or before the time set for the beginning of the employee's daily duties. Failure to do so shall result in the denial of the employee's claim against paid time off. When absence is for more than one (1) week the employee shall be required to file a physician's certificate, unless the department head has personal knowledge of the employee's sickness or disability.

12.4: All 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.

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

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

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

12.6: Retirement or Death. Payment shall be made by the City on the death of an employee (to his or her heirs) or an employee's retirement (to the employee) of one-half of all accumulated sick leave, with payment not to exceed one-half of one thousand six hundred (1,600) hours, for a total payout of not more than eight hundred (800) hours of sick leave. Provided, however, that should an employee die in the line of duty, the payment shall be made by the City (to the employee's heirs) of 100% of all accumulated sick leave, for a total payout of not more than fourteen hundred forty (1,440) hours of sick leave. For purposes of this provision the term "die in the line of duty" refers to death resulting from injuries inflicted upon or received by a police officer or jail service officer while they are engaged in the service of the City, and performing police or jail work, during a regularly scheduled or overtime shift. This term shall not include, by way of example only, deaths resulting from injuries received while in route to or from a regularly scheduled or overtime shift. In the event of an in the line of duty death, the City will pay \$12,000 toward the cost of the member's funeral. The worker's compensation payment will be included in this amount.

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

The City, in accordance with State law, provides worker's compensation. An employee who receives compensation under the worker's compensation insurance as provided by the City shall, for the period of time herein prescribed, receive only that portion of his or her regular salary which, together with such compensation, equals his or her regular salary. Such payments by the City shall not be deducted from the employee's accumulated paid leave for the first sixty (60) calendar days on compensation. After the first sixty (60) calendar days on compensation, an amount equal to the difference paid by the City between an employee's worker's compensation and his or her regular salary shall be deducted from the employee's accumulated paid leave. When the amount of the employee's accumulated paid leave has been depleted the City shall no longer pay the difference between worker's compensation and the employee's salary. An employee shall continue to accrue and receive benefits so long as they have paid leave benefits available and deductions are being made from said benefits. When this period has lapsed, the employee shall be deemed to be on inactive status and shall not be eligible to accrue or receive benefits other than those stipulated in this article. If an employee is injured on the job and exhausts leave benefits, the City will continue to provide hospitalization insurance at City expense. Any employee covered by the Collective Bargaining Agreement may apply to the Police Chief for an extension of the sixty (60) calendar day period during which payments by the City shall not be deducted from the employee's accumulated paid leave. The Chief shall review the circumstances presented and shall make a recommendation to the City Manager as to whether or not good cause has been shown for extending the above sixty (60) calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendation and such other circumstances as they deem appropriate, make a final and binding decision as to whether or not

the above sixty (60) calendar day period shall be extended, and if so, the appropriate duration of such extension. Requests for such extensions shall lie within the sole discretion of the Chief and the City Manager, and any determination by the City regarding such requests for extension shall be final and binding on all parties and shall not be subject to the grievance or arbitration provisions of the Collective Bargaining Agreement.

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

12.8: Medical Dispute. In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the Employer is unsatisfied with the determination of the employee's treating physician, the Employer may require a report from a physician of their choosing and at their expense. If the dispute still exists, at the request of either party, the employee's physician and the Employer's physician shall mutually agree upon a third evaluating physician who shall submit a report to the Employer and the employee. The decision of the agreed-upon third-party physician shall be binding on both Parties. The expense of the evaluation conducted by, and report completed by, the third-party physician, shall be borne equally by the Employer and the employee. The employee shall make themselves available for examination at a time set by the physician.

ARTICLE XIII **HOLIDAYS**

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

When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement. When it falls on a Sunday, the following Monday shall be so observed as the holiday, excepting that, whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling. However, holidays shall occur on the actual date of same for personnel that are on rotating shifts.

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

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

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

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

ARTICLE XIV
LONGEVITY, EDUCATION, FIREARM AND EQUIPMENT PAY

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

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

<u>Continuous Service</u>	<u>Hourly Payment</u>
5 or more and less than 10 years	\$0.20 per hour
10 or more and less than 15 years	\$0.35 per hour
15 or more and less than 20 years	\$0.50 per hour
20 or more and less than 25	\$0.65 per hour
25 or more and less than 30 years	\$0.80 per hour
30 or more years of continuous service	\$0.95 per hour

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

Police Officers:

1. Master’s Degree:	2.50%
2. Bachelor’s Degree:	2.00%
3. Associate’s Degree:	1.50%

Jail Service Officers:

1.	Master's Degree:	2.50%
2.	Bachelor's Degree:	2.00%
3.	Associate's Degree:	1.50%

- C. Firearms Bonus. Effective for contract year July 1, 2003 and on, all sworn officers, upon successful handgun qualification shall receive a Two Hundred and Thirty (\$230) dollar lump-sum bonus to be paid annually on the first paycheck in December.
- D. Equipment Allowance. All sworn officers shall receive Two Hundred and Fifty (\$250) dollar allowance for the purchase of uniform and related equipment. The allowance will be paid annually on the first paycheck in December. 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.

The Employer will reimburse all full-time Jail Service Officers who have completed their probationary period up to two hundred and fifty dollars (\$250.00) annually upon presentation of receipts or proof of purchase for position-appropriate shoes, boots, and/or in-soles. Reimbursement for qualifying expenses shall be made in the pay period following the employee's submission of proof of purchase.

- E. Clothing Allowance. Employees who are assigned to the Detective Bureau, a special assignment, or other position permitting them to wear civilian/street clothing, shall receive an initial clothing allowance in the amount of Seven Hundred Fifty (\$750.00) dollars and an additional Four Hundred (\$400.00) dollars for every year thereafter.

ARTICLE XV
DENTAL, HOSPITALIZATION AND MEDICAL COVERAGE

15.1: Eligibility. The City shall provide health care coverage for all full-time employees, their spouse, and/or eligible dependent(s). The healthcare insurance carrier and benefit levels shall be determined by the Healthcare Taskforce. In the event the Union opts out of the Healthcare Taskforce, the parties shall meet to negotiate health insurance coverage. The City reserves the right to substitute carriers of this coverage provided that the benefits are equivalent. The original coverage begins upon employment. If an employee decides for some reason not to take advantage of the hospitalization benefits at the time of hire, the employee must wait until the annual reopening to enroll.

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

The decision to use the flexible benefit program is at the discretion of the employee and subject to the rules of the IRS.

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

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

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

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

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

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

Effective January 1, 1991, Police officers who retire at age 50 or older with 25 or more years credited service but who have not reached age 55 may continue hospitalization for retiree and spouse in the employee group at City expense provided that such eligibility for extended coverage is conditional on the retiree giving satisfactory verification, under oath if requested, that

they have 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 they retire will be provided at the time employer's cost the medical insurance regardless of the accessibility or eligibility for other medical care coverage from other sources.

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

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

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

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

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

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

The three party panel will then determine if benefits are substantially equivalent. The decision of the three person panel is binding on the parties.

15.5: Regular, Part-time Employee Coverage. Pursuant to the Affordable Care Act (ACA), the City will evaluate hours worked by regular part-time employees during a lookback period. The City will then offer coverage to part-time employees based on the provisions of the ACA.

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

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

15.8: Vision Insurance. A vision insurance plan shall be provided by the City to all full-time employees on their date of hire. The City shall have the right to select a suitable insurance carrier to cover said benefits.

15.9: Spousal Coverage. If an employee's spouse is employed full-time and has medical coverage available to them under a plan offered by their employer, and the spouse's premium contribution is less than half of the total medical premium contribution for the coverage, 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. Alternatively, the employee's spouse may enroll in the City's medical coverage plan with the employee paying two hundred (\$200) per month via pre-tax payroll deduction from the employee's wages. This provision is waived in the event the spouse is required to make medical premium contribution for the coverage in the amount of more than half the total medical premium contribution. 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.

15.10: Health Care Savings Program for Full Time Jail Service Officers. Effective August 13, 2019, a full-time Jail Service Officer (hired after July 1, 2011) will participate in the Health Care Savings Program. The City will contribute \$1,000 per employee, per year; and, the employee will contribute \$500 per year.

ARTICLE XVI

GROUP LIFE INSURANCE AND LIABILITY COVERAGE

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

16.2: Liability Coverage. The City shall provide to an employee such 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 XVII **DISABILITY INSURANCE**

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

- A. The City shall pay up to eighteen (\$18.00) dollars per month per employee and each employee the balance through payroll deduction for monthly premiums.
- B. The plan description will be included by reference with this agreement (plan document 732) in lieu of a separate Appendix to the Agreement.
- C. The basic monthly benefit will be amended from sixty-six and two-thirds (66.7%) percent of the employee's base monthly salary or wage, up to a maximum monthly benefit of three thousand dollars (\$3,000) to sixty-six and two-thirds percent (66.7%) of the employee's base monthly salary or wage, up to a maximum monthly benefit of five thousand (\$5,000) dollars.

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

ARTICLE XVIII **OTHER LEAVE**

18.1: Funeral Leave. A maximum of five (5) days funeral leave time with pay may be utilized in the event of the death of an employee's father, mother, spouse, children, grandparents, grandchildren, or other qualifying OEI (to include step relationships). This provision shall cover a miscarriage provided the pregnancy is confirmed by a physician. For the purposes of a miscarriage, funeral leave shall be granted to biological parent(s) only.

Three (3) days funeral leave time with pay for sister, brother, father-in-law, mother-in-law.

A maximum of two (2) days sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission from the department head in each individual case. Additional time off may be granted at the discretion of the Police Chief and City Manager. The Employer is to be notified immediately of a death in the family and the extent of

the employee's expected absence. In addition to the above, the employee, at the sole discretion of the Police Chief, may take two (2) additional sick leave days for attendance at funerals.

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

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

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

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

18.4: Military Reserve Leave. Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for military leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than 14 scheduled workdays, which need not be consecutive.

18.5: Personal Leave. Each employee shall receive thirty-two (32) personal leave hours per year. An employee may use these leave hours in increments of no less than one (1) hour if they so elect. Scheduling of personal leave time shall be subject to the prior approval of the Police Chief, or his or her designated representative. Unused personal leave time will be paid out at the employee's regular straight-time hourly rate of pay at the end of each fiscal year, or, at the request of the employee, unused personal leave time may be rolled into the employee's sick leave bank at the end of each fiscal year.

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

18.7: Parental Leave. Employees covered hereunder who have one (1) or more years of service to the Employer shall, upon presentation of proof of pregnancy or placement (for adoption or foster care), be entitled to one hundred sixty-eight (168) hours of paid parental leave to run concurrently with FMLA. Paid parental leave may only be used once per calendar year and must be utilized during the twelve (12) month period beginning with the date of the birth or placement. Leave shall only be available to the requesting employee so long as they have a continuing parental role with the child whose birth or placement is the basis for the leave entitlement. The Employer may require attestation from an employee requesting paid parental leave prior to commencement of the leave that the employee intends to return to work and subsequently work for the Employer for at least one hundred sixty-eight (168) hours following the conclusion of any paid parental leave entitlement. An employee who fails to do so may be required to reimburse the City for benefits provided under this provision.

Upon request, the Employer shall make reasonable accommodations to an employee's known limitations related to, affected by, or arising out of, pregnancy, childbirth, and/or related medical conditions.

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

ARTICLE XIX **RETIREMENT**

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

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

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

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

Police Officers hired after July 1, 2011, shall be placed in a Municipal Employees' Retirement System Plan, with Benefits B-3 (2.25), FAC-3, F-55 with 25 years of service. The

computation for FAC shall include a maximum of 240 hours of paid vacation (overtime hours shall not be included in this calculation).

Universal Service Credit is provided as follows:

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

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

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

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

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

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

- A. Vesting:

Defined Benefit: 6 years
Defined Contribution:
After 1 year – 25% of City contribution
After 2 years – 50% of City contribution

After 3 years – 75% of City contribution
After 4 years – 100% of City contribution

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

Employer Contribution: 10.5%
Employee Contribution: 3.5%

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

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

D. Effective July 1, 2011, Contribution Levels:

Employer Contribution: 10.0%
Employee Contribution: 3.5%

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

19.4: Post-Employment Healthcare Savings. The City agrees to establish a Post-Employment Healthcare Savings plan through the Municipal Employees' Retirement System (MERS) for full time regular bargaining unit employees. The MERS plan shall be implemented effective 07/01/2011. The City will make no contribution to this plan. All contributions are made by participating employees and are on a post-tax basis.

ARTICLE XX **SPECIAL MEETINGS**

The City and the Union agree to meet and confer on matters of clarification and the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by no more than four (4) persons at special meetings, at least three (3) of whom shall be full-time employees of the City of East Lansing.

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

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

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

ARTICLE XXI **PROMOTIONS**

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

21.2: Promotion Defined. Promotion is the advancement from a given rank to a higher rank.

21.3: Notification Posting.

- A. Examination notices for promotion to the rank of Sergeant shall be posted a minimum of thirty (30) calendar days prior to the written examination date, with the test administered no later than seventy-five (75) calendar days thereafter. The notification posting shall contain the date, time, location of the test, and deadline for submissions of interest.
- B. Eligible applicants shall submit their request to be considered for the promotion to the Police Chief in writing no later than fifteen (15) calendar days after the notification of the examination for the position of Sergeant is posted. If an employee is not working during the entire fifteen (15) calendar day notification period, the employee will automatically be placed on the eligibility list for the promotional opportunity.

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

- A. Oral Board Examination. The oral board panel shall consist of two separate interviews. The first interview panel shall be comprised of five (5) members appointed by the Chief of Police, two (2) of whom shall be law enforcement officers from agencies outside the Tri-County area holding the rank of at least Lieutenant at his/her respective agency. The City will make reasonable efforts to ensure

members of the oral board panel are not acquainted with any of the candidates. Members of the oral board panel will not be provided performance appraisals or related information prior to or as part of the oral examination process. Applicants shall be subjected to a substantially similar process and rigor of questioning. The panel will score each applicant using a consensus scoring system. The rating form utilized by the panel shall be provided to the applicant in advance (if so requested) and may not be changed without the prior agreement of the City and the Union.

The oral board examination process shall account for sixty percent (60%) of the entire testing procedure. This sixty percent (60%) shall be calculated based on sixty percent (60%) from the oral board examination and the remaining forty percent (40%) from the Chief's interview.

- B. Performance Appraisal. The remaining forty percent (40%) of the testing procedure shall be the applicant's last three (3) years of Department performance appraisal summary. There are ten (10) categories for which employee have their performance evaluated. Within each category, officers are eligible to receive a rating of exceptional, exceeds expectations, acceptable, and needs improvement. For the purposes of promotion, each category shall be assigned the following point values:

Exceptional	10 points
Exceeds expectations	8 points
Acceptable	6 points
Needs improvement	2 points

Ratings received by individual officers may be appealed through the process as outlined in Article 30, Section 2(H) of this Agreement but must have been done so within the timelines prescribed by that subsection.

21.5: Scoring Weight. Promotional procedure scores shall be based upon an oral board examination and performance appraisal evaluation. The weight/point values assigned to each shall be as follows:

- (a) Oral Board Examination – 60 percent.
- (b) Performance Appraisal – 40 percent.

An employee's final score shall be the cumulative total of the points earned in each component of the promotional process. Ties in any employees final cumulative scores for the purposes of ranking as described in 21.6 below shall be broken utilizing bargaining unit seniority.

21.6: Promotional Roster & Selection. Applicants shall be placed on a list in descending order on the basis of their total promotional procedure score. The promotional eligibility list shall remain in effect for a period of one (1) year from the date of the posting of the results. For each promotional vacancy, the Chief of Police shall be eligible to issue a promotion to any of the four (4) highest-scoring employees. Once a promotion is made, the next four (4) high-scoring

employees shall be eligible for promotion. The Chief of Police reserves the right to require any of the four (4) candidates eligible for promotion to participate in a one-on-one interview prior to the issuance of any promotion.

Should the Chief of Police elect not to promote the eligible applicant with the highest overall ranking on the promotional eligibility list, that individual, upon request, shall be provided written explanation from the Chief of Police detailing the reasons therefore. The Chief of Police shall have seven (7) calendar days from the date of the candidate's request to provide their response. Provided it does not violate any other material term of this Agreement, the answer of the Chief of Police shall not be subject to the grievance procedure.

21.7: Probation. Commencing with the first full pay period following promotion, the promoted employee shall be paid at a step in the pay range for the classification of Sergeant that reflects an increase from the promoted employee's present rate of pay. Employees promoted to the rank of Sergeant shall be on probation for a period of twelve (12) months immediately following promotion. During such probationary period, the Chief may demote the employee with good reason to the employee's former police officer classification or the employee may request, in writing to the Chief, to be demoted and returned to the employee's former position.

21.8: Promotion to Rank Other Than Sergeant. The City hereby agrees to utilize an objective promotional or selection process for all other promotions or vacancies to ranks within the Department but outside the bargaining unit, except for Chief of Police and/or Assistant or Deputy Chief of Police.

ARTICLE XXII **DEMOTIONS**

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 classification position as determined by the City Manager.

ARTICLE XXIII **ASSIGNMENTS**

23.1: Special Assignments. The City agrees to utilize an objective selection process for all special assignments. The Chief of Police may establish work hours for special assignment positions different than those established in Article 9 of this Agreement so long as the posting for any special assignment clearly identifies the different working hours. Bargaining unit employees assigned to special assignments shall be entitled to all rights and benefits as other employees of the same classification. No employee covered by this Agreement shall be forced into any special assignment.

DB and METRO Positions. Officers may be assigned to the DB and METRO for three (3) years. The initial three (3) year assignments to DB may be extended for an additional two (2) years with the mutual agreement of the employee and the Chief of Police. Officers may not be assigned these activities consecutively unless no other eligible officer applies for that position.

Subject to this Section, the Chief of Police, in their discretion, may create a Detective position not subject to the above duration restrictions. The employee assigned to this assignment may be removed from the assignment based on the needs of the Department.

23.2: Notice of Assignment Change. Except for normally bid shifts or assignments, the Chief of Police shall provide thirty (30) days advanced written notice to any Officer reassigned during the duration of this Agreement. This provision shall not apply to emergencies as outlined within this Agreement. The affected Officer may waive the required notice of assignment change.

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

ARTICLE XXIV **CORRECTIVE ACTION**

24.1: Corrective Action. Subject to the terms of this Article, corrective action is not discipline and thereby not subject to the grievance procedure.

- A. Counseling. Counseling shall be from any supervisor and may informally document teaching, counseling, or mentoring provided that the employee has access to the tracking medium. Counseling may also entail additional training, at the discretion of the supervisor. Counseling shall not be included in the employee's official personnel file and may not be considered for the purposes of employee performance evaluations, promotions, or selection for special assignments.
- B. Notice of Required Improvement (NRI). Written notice of required improvement shall direct improvement of future performance and shall be issued from any supervisor. A copy shall be provided to the employee. The employee may, within seven (7) calendar days of receipt of the NRI, submit a rebuttal which shall be attached to the Employer's retained copy of the NRI. Notices of Required Improvement may be considered in performance evaluations for a period of no longer than one (1) year, at which time the NRI and employee's statement of response (if applicable) shall be purged from all City and Department files. While not initially subject to the grievance procedure, the just cause of any Notice of Required Improvement can be arbitrated as part of a later disciplinary arbitration to the extent the Employer relies upon the NRI in the issuance of progressive discipline.

ARTICLE XXV
DISCIPLINE AND INTERNAL INVESTIGATIONS

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

25.2: Just Cause. Discharge, demotion, suspension, and discipline shall be for just cause.

25.3: Progressive Discipline. The Employer agrees that in general, it will follow the principles of corrective and progressive discipline. Corrective Action and/or disciplinary action shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.

25.4: Discipline. Disciplinary action shall mean verbal reprimand, written reprimand, removal from a special assignment for reasons other than job performance, suspension without pay, demotion, and/or discharge.

25.5: Internal Investigations. Internal investigations shall be conducted by East Lansing Police supervisory personnel. All recommendations and/or conclusions regarding internal investigations shall be by supervisory personnel and approved by the Chief of Police or his/her Department designee. Investigations shall be complete, thorough, and concluded within sixty (60) calendar days of the date on which an employee was notified of the potential for disciplinary action as outlined in 24.5 of this Agreement. The Chief of Police shall have fourteen (14) calendar days from the date of the conclusion of any internal investigation to issue discipline. All recommendations and/or conclusions regarding disciplinary action shall be approved by the Chief of Police or his/her Department designee. These time periods will be extended for the duration of any ongoing criminal investigation into the subject matter of discipline.

25.6: Right to Representation. Any 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 City shall grant the employee a reasonable amount of time to obtain Union representation prior to questioning. The Union representative shall have the right to be present and, if requested by the employee, to represent them at each and all levels of disciplinary proceedings.

25.7: Notice. Except where notification would jeopardize an investigation, employees shall be notified in writing (to include email) by the Human Resources Department, or the Chief of Police, or their designee, within thirty (30) calendar days of the date of an occurrence for which the City and/or Department becomes aware that may result in discipline. Notification to employees shall include a brief description, including the date, time, and location of the incident in question. The notification shall also indicate whether the complaint was filed by a citizen or an employee.

The notification shall state whether an internal investigation or administrative inquiry will be conducted. Witnesses to the incident in question will also receive similar notice, stating that they are a witness, to the extent known, and not the focus of the investigation. The City will not be found to violate this section where a good faith effort was made to provide notice to an employee who was otherwise unavailable. The employee shall also receive written notice of the disposition of the investigation when rendered.

25.7.1: Duty to Notify of Outside Agency Investigation or Review. Except where notification would jeopardize an investigation, employees shall be notified in writing (to include email) by the Chief of Police or designee within twenty-four (24) hours of the Employer referring criminal charges to, or otherwise requesting the prosecuting attorney (or similar outside agency) consult on, review, and/or investigate an employee's conduct or actions occurring within the scope of his or her employment duties.

25.8: Pre-Investigatory Interview Disclosure. Employees covered hereunder shall be fairly and accurately apprised of the allegations and known basic facts of any incident prior to questioning as part of any internal investigation or disciplinary hearing. In the event an internal investigator deems it necessary to interview or take a written statement from an employee as part of an internal investigation, the employee will be provided notice of his or her rights under the Disclosure by Law Enforcement Officers Act ("DLEOA") (MCL 15.393). In the event the incident for which the employee is to be questioned was captured on their body-worn camera, the employee shall have an opportunity to review that footage prior to any questioning as part of any internal investigation.

25.8.1: Compulsory Statements. Pursuant to the DLEOA, involuntary statements made by Police Officers covered by this Agreement shall not be subject to public disclosure or inspection. Furthermore, involuntary statements made by other Police Department employees who were present during an incident for which a Police Officer has been required to make an involuntary statement shall not be subject to release to the Oversight Body to the extent their statement(s) undermine the protection(s) afforded to Police Officers under the DLEOA.

25.9: Prior Discipline. Verbal and written reprimands shall not be considered for purposes of progressive discipline after two (2) years from the date the reprimand was issued if, within the two (2) year period, the employee has not been disciplined for a similar act which formed the basis for the two-year-old discipline.

25.10: Action(s) Resulting in Death or Serious Bodily Injury. If, in the performance of his/her duties, an Employee takes action which results in the death or serious bodily injury of any individual, that Employee may, on said Employee's request or request of the Chief of Police, be placed on paid administrative leave for a period of three (3) days, except during an emergency. When an employee's actions result in death or serious bodily injury, the employee shall not be required to make or give any statement for seventy-two (72) hours after the incident. The employee may be required to make brief verbal public safety statements to his/her supervisor for the purposes of securing evidence, coordinating emergency medical attention, identifying witnesses, apprehending suspects, and/or addressing other exigent circumstances.

25.11: Use of AI. The Employer shall not use any predictive artificial intelligence tool, software, model, algorithm, or system in disciplining any employee or evaluating any employee's performance. The parties further agree that the Employer and the Union shall meet to negotiate prior to the implementation of any artificial intelligence tool, software, model, algorithm, or system in connection with any term or condition of employment. This provision shall not be interpreted as precluding the City or Department from utilizing electronic personnel tracking software (e.g., Guardian Tracking).

ARTICLE XXVI **RATES FOR NEW CLASSIFICATIONS**

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

ARTICLE XXVII **SALARY CLASSIFICATION**

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

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

27.2: Lateral Hires. Newly hired police officers may be placed at any step on the wage scale, commensurate with the officer's experience, following the officer's successful completion of FTO. The City shall have the discretion to determine the appropriate step of the wage scale the newly hired police may be placed on, based on the Chief of Police or designee's evaluation of the officer's prior experience and with the approval of the City Manager. The City shall also have the discretion to place the newly hired police officer on the commensurate vacation allowance per Article 11.3. In all other respects, the employee's date of hire shall be used for calculating seniority.

For purposes of this Section, "newly hired police officer" shall not include officers hired upon completion of police academy training.

ARTICLE XXVIII
MISCELLANEOUS

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

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

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

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

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

28.5: Uniforms.

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

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

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

At other times of the year, the uniform of the day will be designated at the beginning of each shift. As a matter of policy, the department will order short-

sleeve, open-collar shirts (no ties) when the temperature forecast for the day (U.S. Weather Bureau) is 70 degrees or above.

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

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

The City shall make reasonable provisions for the health and safety of employees during the hours of their employment and shall endeavor to maintain its facilities and equipment in safe operating condition. The City shall furnish protective devices and/or equipment as is reasonably necessary to properly safeguard the health of employees and protect them from injury and/or illness.

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

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

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

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

In the event an officer files a claim for stolen, damaged or lost property, the City may implement a review board if there is concern the claim is improper. If a review board is convened, it shall consist of an officer, sergeant and a civilian police employee to look at and consider if there is any negligence on the part of the officer filing the claim. The board will then make a recommendation as to payment to the City. The City then will decide to pay or not pay the claim. The officer shall have the grievance procedure to resolve the issue if 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 then will have 7 days to make its decision on the issue. On receiving the decision the officer will have the allotted time to file a grievance after notification of the City's decision.

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

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

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

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

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

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

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

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

violation until they are satisfied the City has made such a good faith effort or until the individual is placed in a suitable vacant position that they are physically and mentally able to perform.

If, at any time during the duration of this Agreement, the City closes or otherwise discontinues operation of its jail, or in any way subcontracts the work performed by employees in the jail such that it results in the reduction of the normal working hours of employees, the City shall provide the Union and affected employees no less than sixty (60) days prior written notice. If such notice is provided by the City to the Union, the parties shall meet to negotiate the effects to the bargaining unit. The Employer shall endeavor to protect affected existing full-time employees.

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

28.19: Parking. Parking will be provided at no cost to bargaining unit employees in the Grove Street ramp or a designated police lot within two (2) blocks of City Hall. The City will provide two parking spaces adjacent to the Police Department for the purposes of loading and unloading of equipment by bargaining unit employees. Such parking will be marked with signage specifying Employee-Use-Only. The loading/unloading parking spots can only be removed through the bargaining process.

28.20: 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.

28.21: 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.

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

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

ARTICLE XXIX
GRIEVANCE PROCEDURE

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

29.2: Rules of Grievance Processing.

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

29.3: Steps of the Grievance Procedure.

- A. Whenever a grievance arises, an employee may present said grievance to his or her immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the employee's representative has been given the opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his or her first line supervisor discussing the grievance. If the issue is unresolved, the employee may contact his or her representative who shall reduce the grievance to writing on a form provided by the City and then present it according to the following procedure and to all the rules for grievance processing set forth in section 2 of this Article. Failure to comply with all of the requirements as set forth in the following grievance procedure, or to the rules for grievance processing, shall be used by a City representative at any step as a basis for permanent grievance denial. Any grievance so designated shall not be appealed to the next higher step nor shall

it be resubmitted, as the designation of permanent means “not review able in any for whatsoever.”

- B. Step 1. (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 their answer on the grievance form and return same to the employee's representative.
- C. 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 their designated representative who shall answer it, in writing, no more than fifteen (15) calendar days later.
- D. Step 3. If the answer of the Police Chief in Step 2 is not considered satisfactory by the employee, the employee's representative or his/her designee may, within fifteen (15) calendar days thereafter, present it to the City Manager, or his/her designee. The City Manager may call a meeting at which any individual who has participated in a previous step may attend. The City Manager shall answer the grievance, in writing, no later than fifteen (15) calendar days after it is presented to them .
- E. Arbitration. In the event the above steps fail to resolve the grievance or settle the dispute, either party may seek arbitration by notifying the other party within fifteen (15) days of the conclusion of Step 3. Failure to notify the other party shall indicate resolution of the grievance. The Union hereby acknowledges and affirms that the arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract, or which by addendum may be added to this contract.

Any unresolved grievance which relates to the interpretation, application or enforcement of any article(s) and section(s) of and/or addendums to this Agreement, and which has been fully and unfeignedly processed through each step of the grievance procedure, may be submitted to arbitration in accordance with the following:

1. Arbitration may be invoked by the Union upon written notice to the City of its intention to arbitrate. For the grievance(s) to be arbitrable, such “notice of intent” to arbitrate must specify the article(s) and section(s) of and/or addendum(s) to this Agreement which have allegedly been violated.
2. Upon receipt of notice of intent to arbitrate, the parties will attempt to agree upon the selection of an arbitrator and if they fail to agree within fifteen (15) calendar days, the Union shall, within fifteen (15) calendar days of the date of its notice, advise the Federal Mediation and Conciliation Service in writing (copy to the City) of its desire to arbitrate the grievance. Either party may reject a panel and request submission of a new panel. The panel shall contain the names of seven proposed arbitrators from the Midwestern area of the United States, provided they are located within the State of Michigan or within 250 miles of the City of East Lansing, all of whom are members of the National Academy of Arbitrators. Upon receipt of a satisfactory

- panel, the parties shall promptly meet and select an arbitrator from the panel by each alternately striking names therefrom until only one name remains.
3. The Arbitrator shall limit his decision to the interpretation, application and enforcement of this Agreement and they shall be without power or authority to make any decision:
 - a. regarding any issue other than the issue(s) submitted to them ;
 - b. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement;
 - c. changing, altering or modifying any policy or reasonable rule presently or in the future established by the City, so long as such policy or reasonable rule does not conflict with the Agreement;
 - d. granting any increases or decreases in wages and/or other benefits that are not covered in this Agreement.
 4. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or City Charter the City cannot delegate, alienate or relinquish.
 5. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
 6. The grievance submitted to arbitration may be withdrawn only by mutual consent. A grievance so withdrawn may not be reinstated except by mutual consent.
 7. There shall be no appeal from the arbitrator's decision, if made in accordance with his or her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
 8. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his or her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

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

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

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

ARTICLE XXX
COLLEGE TUITION REIMBURSEMENT

30.1: The City will contribute up to Twelve Thousand Five Hundred (\$12,500) dollars in total annually to the bargaining unit for educational assistance. Reimbursement of qualifying expenses shall occur on a first come - first serve basis.

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

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

To qualify, course work must meet the following criteria:

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 achieve 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	75%
C	50%
Lower than C	0%

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

To be eligible for reimbursement, the employee must have received prior approval for reimbursement for the course, must be actively employed by the City of East Lansing at course completion, and must receive a qualifying grade.

The employee must submit an official transcript of the grade received for the course and receipt or other proof of payment. Requests are to be submitted to the Department of Human Resources.

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

ARTICLE XXXI **PERFORMANCE STANDARDS AND APPRAISALS**

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

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

Rating system: Rating Levels

- **Needs Improvement** – employee is not performing in accordance with Department Expectations.
 - **Acceptable** – employee is performing in accordance with Department Expectations.
 - **Exceeds Expectations** – performance consistently exceeds expectations in all essential areas of responsibility and the employee's overall quality of work is clearly above acceptable.
 - **Exceptional** – Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility, resulting in an overall quality of work that is superior.
- A. Regular review. Each officer will meet with a shift supervisor on a bi-monthly basis to review their performance and activity. There may be times due to scheduling that this meeting is outside the two-month window. A copy of all documentation, including monthly statistics, contact sheet entries, counseling, or discipline will be documented and passed on to the commander of the shift. To ensure consistency and track performance on a regular basis, the Shift of Bureau Lieutenant is responsible for reviewing all regular evaluations including and reports or documentation presented to them. Meetings will be at the end of February, April, June (mid-year), August, October, and December (annual).
- B. Pre-Evaluation Form. In June and December, each employee will complete the pre-evaluation form and turn it in to their evaluating supervisor by the end of the month.

The form will contain any information that the employee would like to be considered that has not already been documented. The employee may submit this form, but any information submitted must be available for verification from their daily logs.

- C. Mid-Year Review. In early July, each Sergeant or Lieutenant will complete the mid-year review form for all officers assigned to them . The review will summarize each officer’s performance in each of the rating categories for the first six months of the year. If there is a “needs improvement” rating at the mid-year review, supervisors will meet monthly with the employee moving forward to ensure they are guided to performing at an acceptable level. These efforts will be documented monthly. The Shift Lieutenant will decide if the monthly meetings can stop based upon a consistent improvement in performance. The mid-year review will provide an explanatory narrative with pertinent information for the employee. If any category is rated as “needs improvement” or “exceptional” for the mid-year, there must be a stand alone narrative with substantial supporting documentation for that specific category.
- D. Final Evaluation. Each supervisor will prepare a final evaluation for officers that are assigned to them using the ratings that were determined at the evaluation meeting by the collective group of supervisors. The evaluation will include the rating sheet and a supplemental narrative document that summarizes categories 4–10 1 – 10. The summary will consist of observed behaviors and will not re-state descriptions of categories. If an employee receives a rating of “exceeding expectations” ample supporting documentation will be provided. If a rating of “needs improvement” or “exceptional” is given in any category, strong supporting documentation will be provided. Examples include copies of reports, statistics, memos, letters, etc. Furthermore, the Bureau or Shift Commander must agree with the rating prior to it being issued.
- E. Evaluation Meeting. During January (2 days) and July (1 day) all supervisors who complete evaluations for officers will meet and determine each officer’s final evaluation. Evaluation ratings will be based on observed and documented behavior. Observations reported by other supervisors will be noted at this time. These completed evaluations will be given to the Bureau or Shift Commander for review and approval at the conclusion of the meeting dates. These dates are set in advance by Sergeants and will be communicated to the Bureau or Shift Lieutenants. Supervisors completing the evaluations will have most of the work completed by the end of the assigned meeting dates.
- F. Evaluation Issuance. Each Supervisor will meet with their assigned officers regarding their annual evaluations no later than February 28th or by the end of July for their mid-year evaluations, unless the Officer is on an extended leave of absence. If the assigned supervisor is on an extended leave of absence, a different supervisor will be tasked with serving the evaluation. If the employee receives a “needs improvement” score in any category, the supervisor will meet with their respective commander to determine what corrective action is necessary. These corrective measures will be documented consistent with the directions in Section b.

- G. Scoring of Evaluations. Evaluations will only be numerically scored if there is a promotional process during that rating period. Employees who do not wish to be considered for promotion will not receive a numerical score. See Appendix G to see the scoring matrix or evaluation forms for reference. Only the most recent annual review will be used for promotional scoring purposes.
- H. Contesting an Evaluation. If an officer feels that their evaluation is not accurate, they may appeal their rating the next superior level of command. The appeal should be in writing and contain specific detail and documentation as to why the rating is not accurate. If the employee is not satisfied with the next level of commands determination, they may appeal in writing to the appropriate person in Police Administration.
- I. Failure to Respond. If an employee receives a rating of “needs improvement” on the mid-year or annual review or is failing to respond to the direction of leadership during bi-monthly or monthly meetings, the employee may move into the disciplinary track for corrective measures. Prior to this occurring, the employee will be giving a reasonable amount of time to respond to coaching and mentoring once the behavior or performance issue is brought to their attention. This shall be formally documented on their evaluations or contact sheet. The goal of supervision is to keep this from occurring. Discipline will only result when it is clearly documented that the employee chooses not to accept or respond to coaching, mentoring, training, or guidance from supervision.

31.3: Personnel Files.

- A. Official Personnel File. A personnel file is maintained on every employee of the City. All material in these files is strictly confidential and secured under the custodianship of the Human Resources Department and/or Police Department. Information in an employee’s personnel file may include the following:
 - 1. Original application and accompanying documents (i.e., resume, transcripts, references, investigation reports, military papers, results of pre-employment physical).
 - 2. Personnel action forms or notices of pay changes and accompanying documents.
 - 3. Performance evaluation forms and related materials.
 - 4. Letters of commendation or complaint connected with employment.
 - 5. Promotional opportunity application and related materials.
 - 6. Forms pertaining to fringe benefit programs and related programs.
 - 7. Documents submitted by the employee.
 - 8. Certificates or notices of accomplishment of the employee in the area of training or employee development.
 - 9. Documentation of disciplinary action.
 - 10. Materials submitted as part of the record for an appeal or a decision or other action and copies of related proceedings.

- B. Official Access. The following persons shall have the right of access to an inspection of an employee's personnel file:
1. The employee who is the subject of the file.
 2. An attorney or designee of the employee when the employee has provided written authorization to his or her file.
 3. Supervisory employees who are considering the employee for promotion, transfer, reassignment, demotion, dismissal, or other personnel action.
 4. The City Attorney or other appropriate agent when needed in connection with any action brought by the employees against the City.
 5. Authorized representatives of the Human Resources Department.
 6. Other persons acting in compliance with federal, state, or local law.
- C. Access Limited. Information in an employee's personnel file shall not be made accessible to anyone except the Human Resources Department, the employee, and those listed in B above. The only information provided over the telephone is verification of an employee's job title, dates of employment and salary. No other information will be given unless the employee provides a written release form. An employee who reviews information in another employee's personnel file or a supervisor or other agent of the City who releases information from an employee's personnel file without authorization is subject to disciplinary action.
- D. Written Reprimands. Unless otherwise provided by law, whenever a reprimand is placed into an employee's file for the purpose of reflecting a negative facet of that employee's performance, the employee shall be provided a copy of the entry. After one (1) year, the employee has the right to meet with the department head to discuss removal of any negative items in the personnel file. Such removal shall be at the discretion of the department head. However, if there has been no adverse employee conduct within two (2) years of the latest reprimand, the employee's personnel file shall be purged of any reprimands if so requested by the employee.
- E. Employee Access. An employee, upon written request to the Human Resources Department, may periodically review at reasonable intervals, generally not more than two (2) times per year, his or her personnel record. The review shall take place in the Human Resources Department and/or Police Department during normal office hours, unless inconvenient to the employee due to an unusual shift or job site, at which time a mutually convenient time and place shall be arranged.

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

31.4 Standards and Licensing. The City shall pay the complete cost of any training or additional licensing that, during the duration of this Agreement, becomes required by the City, law, or other governing or regulatory agency, for any Employee covered by this Agreement to maintain his or her current position.

31.5: MCOLES Disclosure. The Employer shall, as soon thereafter as practicable, provide an employee and the Union with a copy of any filing, statement, disclosure, or report that concerns the Employee and is provided by the Employer to the Michigan Commission on Law Enforcement Standards (“MCOLES”). Where such a disclosure is made for the purposes of complying with PA 128 of 2017 as MCL 28.563, this obligation shall survive any employee’s separation of employment.

31.6: Demographic Information Collection. Officers shall make good faith efforts to accurately collect, record, and/or document supplemental identifying or demographic information of individuals with whom they have contact, if required by the Department. The City shall not discipline an officer covered by this Agreement as a result of a dispute arising from the accuracy of specific, discretionary determinations as may occasionally be necessary to comply with such a requirement.

ARTICLE XXXII **INDEPENDENT POLICE OVERSIGHT**

Definitions. The following definitions apply to terms as used within this Article of the Agreement only.

“Complaint” means a statement of dissatisfaction or concern made by any individual against an employee covered by this Agreement in relation to the employee’s behavior, conduct, and/or job performance which affects a member of the general public.

“Internal investigation” means the objective and systematic process conducted by Police Department supervisory personnel to uncover the facts of a specific incident(s) to determine whether an employee covered by this Agreement violated a City or Department policy or procedure, directive, or other applicable rule or regulation.

“Law enforcement sensitive information or tactics” means documents, records, techniques, strategies, and/or procedures related to law enforcement operations or criminal investigations which, if publicly disclosed, could bear significant relevance to the safety of police officers or the general public or jeopardize a criminal investigation or prosecution.

“Pending” means not completed or concluded.

“Personnel matters” means any action or decision concerning an employee’s hiring, job performance, professional competence, physical or mental health, promotion or demotion, transfer, discipline, suspension, and/or cessation or termination of employment.

“Personnel record” means any document or record maintained by the Employer that identifies an employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, and/or disciplinary action.

32.1: Civilian Oversight. The parties recognize that the City has established an advisory

civilian oversight commission (“the oversight body”) for the East Lansing Police Department. The oversight body, regardless of its name or organizational structure, shall not possess or exercise administrative or supervisory authority over employees covered by this Agreement. The oversight body shall not make, nor shall the Employer be permitted to consider, any formal or informal recommendation(s) regarding discipline of employees covered by this Agreement. The Chief of Police shall retain all management rights and authority over internal investigations and discipline of employees covered by this Agreement.

32.2: Complaint Review. The oversight body shall have the authority to review and examine the actions of the Police Department with respect to any complaint as defined in this Article. Any review and examination of such complaint conducted by the oversight body shall not precede or be concurrent with the Police Department’s investigation but shall only occur after the Department and/or City have completed all internal processes related to the complaint; including internal investigation, issuance of discipline, and/or any grievance and arbitration proceeding(s).

32.3: Confidentiality. The parties recognize that the oversight body may receive information regarding employees covered by this Agreement in performing the complaint review contemplated by Article 26.2. Except where expressly compelled by law, the oversight body shall treat such information as confidential; specifically:

- a. The oversight body and its members shall not publicly comment on pending complaints, pending personnel matters, or pending internal investigations, except that the oversight body may inquire about the status of a pending complaint or pending internal investigation.
- b. The oversight body and its members shall not publicly discuss, publish, release, or divulge the names or identities of any employee covered by this Agreement.
- c. The oversight body and its members shall not publicly discuss, publish, release, or divulge confidential law enforcement information or tactics.
- d. The City, Police Department, and/or its employees may not publish, release, or divulge to the oversight body, except where expressly compelled by law, any disciplinary documents or information concerning an employee covered by this Agreement.
- e. In providing information to the oversight body for the complaint review contemplated by Article 26.2, the City, Police Department, and/or its employees may not publish, release, or divulge to the oversight body, except where expressly compelled by law, any prior complaints against an employee who is subject to such review.

The parties agree that the prohibitions set forth in this Section apply to oversight members in their official capacity.

32.4: Duty of Employees to Appear. The oversight body shall have no legal or administrative authority to require any employee covered by this Agreement to appear before

them, make any verbal or written statement, or present any evidence, findings, or facts to any individual member, committee, panel, commission, or group responsible for or affiliated with civilian oversight. No employee covered by this Agreement may be directed, ordered, or subject to an administrative requirement from a supervisor, the Chief of Police, or the City Manager to appear before the oversight body to provide a statement or present evidence, findings, or facts concerning a complaint against any employee, internal investigation, or any personnel matter involving any employee.

ARTICLE XXXIII
AGREEMENT, RATIFICATION, TERMINATION, MODIFICATION

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

33.1: Ratification. The City's negotiating committee shall submit and recommend to the City Council that they ratify this Agreement only after the Union submits this Agreement to, and receives ratification by, its members in the bargaining unit, and the City Manager receives from the Union, written notification thereof.

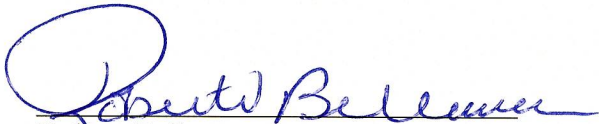
33.2: Effective and Termination Dates. This Agreement shall become effective July 1, 2022, and shall continue in full force and effect until 11:59 p.m., June 30, 2026, except as elsewhere provided for in this Agreement, and day-to-day thereafter, unless, either party shall serve upon the other written notice that it desires termination.


SIGNATURES

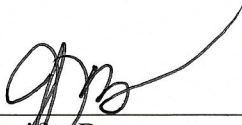
IN WITNESS WHEREOF, the parties hereby have caused this instrument to be executed this _____ day of August, 2025.

**FOR THE CITY OF
EAST LANSING:**

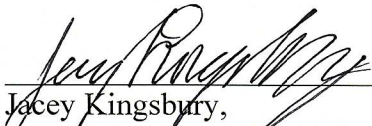
**FOR THE CAPITOL CITY
LABOR PROGRAM:**


Robert Belleman,
City Manager



Ryan Kuhn,
Bargaining Unit President



Jennifer Brown,
Chief of Police



Jacey Kingsbury,
Bargaining Committee Member



Emily Gordon,
City Clerk



Bradley Richman,
Executive Director

**APPENDIX A
 WAGES**

CCLP Police Officers Hourly Grades FY2025 - July 1, 2024 - June 30, 2025 - increase eff. 7.1.24 (ratified 4.8.25)								4.0%
STEP	1	2	3	4	5	6	7	
GRADE	AA	A	B	C	D	E	F	
	Start	6 months	Year 1	Year 2	Year 3	Year 4		
PO1	27.6168	29.2486	31.6715	34.9475	35.9322	36.8600		
(Police Officer)	57,442.94	60,837.09	65,876.72	72,690.80	74,738.98	76,668.80		
	Start	6 months	18 months	30 months	42 months	54 months		
PO3	20.2614	21.0896	21.9180	22.8140	23.7100	24.4213		
(Jail Services Officer)	42,143.71	43,866.37	45,589.44	47,453.12	49,316.80	50,796.30		
PO4	22.3776	23.5854	24.8063	26.0141	27.2221	28.4168	29.6247	
(Quartermaster)	46,545.41	49,057.63	51,597.10	54,109.33	56,621.97	59,106.94	61,619.38	

CCLP Police Officers Hourly Grades FY2026 - July 1, 2025 - June 30, 2026 - increase eff. 7.1.25								4.0%
STEP	1	2	3	4	5	6	7	
GRADE	AA	A	B	C	D	E	F	
	Start	6 months	Year 1	Year 2	Year 3	Year 4		
PO1	28.7215	30.4185	32.9384	36.3454	37.3695	38.3344		
(Police Officer)	59,740.72	63,270.48	68,511.87	75,598.43	77,728.56	79,735.55		
	Start	6 months	18 months	30 months	42 months	54 months		
PO3	21.0719	21.9332	22.7947	23.7266	24.6584	25.3982		
(Jail Services Officer)	43,829.55	45,621.06	47,412.98	49,351.33	51,289.47	52,828.26		
PO4	23.2727	24.5288	25.7986	27.0547	28.3110	29.5535	30.8097	
(Quartermaster)	48,407.22	51,019.90	53,661.09	56,273.78	58,886.88	61,471.28	64,084.18	

APPENDIX B DENTAL INSURANCE

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

1. Oral examinations, including scaling and cleaning of teeth, but not more than once each in any period of six (6) consecutive months.
2. Topical application of sodium or stannous fluoride, if the individual is less than 16 years old.
3. Dental x-rays.
4. Extractions.
5. Oral surgery, including excision of impacted teeth.
6. Fillings.
7. Anesthetics administered in connection with oral surgery or other covered dental services.
8. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
9. Endodontic treatment, including root canal therapy.
10. Injection of antibiotic drugs by the attending dentist.
11. Repair or recommending of crowns, inlays, bridgework, or dentures; or relining or rebating of dentures.
12. Inlays, gold fillings or crowns (including precision attachments for dentures).
13. Space maintainers.
14. Initial installation of fixed bridgework (including inlays and crowns as abutments to replace natural teeth extracted while the individual is covered under the Plan.
15. Initial installation of partial or full removal dentures (including precision attachments and any adjustments during the six (6) month period following installation) to replace one or more natural teeth extracted while the individual is covered under the Plan.
16. Replacement of an existing partial or full removal denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removal 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 service in categories 1-16 shall be paid for by the employee, with the remaining fifty percent (50%) being paid for by the City's insurance carrier up to a maximum benefit of \$1,000.00 per person per year. Coverage for orthodontic treatment shall be provided, pursuant to a separate insurance rider, in a manner such that fifty percent (50%) of the costs of any services in that category shall be paid for by the employee, with the remaining fifty percent (50%) being paid for by the City's insurance carrier up to a maximum benefit, for the life of the policy (and any renewals thereof), of \$1,000.00 per person. Coverage for orthodontic treatment shall be limited to persons 19 year of age or under.

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

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

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

BENEFIT

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

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

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

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

SUCCESSIVE PERIODS OF DISABILITY

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

OTHER INCOME BENEFITS

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

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

GENERAL PLAN PROVISIONS - LONG TERM DISABILITY

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

Employees are covered on the day they become eligible, provided they are at work on that day and have been actively at work, full-time, for the seven previous working days. Persons commencing employment after the date of this policy became effective shall be eligible for

coverage on their employment, providing they are actively at work. If fewer than 50 employees are covered, employees over age 50 are covered after The Travelers has approved their applications based on written evidence of insurability. This provision is modified for Transferred Business.

- Pre-Existing Conditions

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

- Transferred Business

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

- Mental and Nervous Conditions

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

TOTAL DISABILITY

Total Disability means:

- A. During the first 24 months of disability, in addition to the qualifying disability period: the employee's inability to perform the normal duties of his or her regular occupation provided, during that period, the employee is not engaged in any occupation for wages or profit.
- B. After 24 months of disability, in addition to the qualifying disability period: the employee's inability to perform the duties of any occupation for which they are or becomes qualified by training, education or experience.

EXCLUSIONS

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

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

REHABILITATION

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

- The Employer, and
- The employee.

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

- The important human value and

- The positive economic impact which a comprehensive rehabilitation program can provide.

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

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

Rehabilitation Benefit

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

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

EDUCATION BENEFIT (Optional)

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

APPENDIX D DRUG AND ALCOHOL POLICY

Effective Date

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

General

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

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

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

Reasonable Suspicion

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

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

Collection and Testing Procedures

Testing for drugs and/or alcohol under this policy shall be at the expense of the Company, and shall be conducted in accordance with 49 CFR Part 40, Subparts A, B, C and D, as amended from time to time, with the exception of Section 40.1, the reference to "applicant" in the definition of "employee" in Section 40.3 and Section 40.31(d). The "split sample" method of collection, as set forth in those Regulations, shall be used.

Ramification of a Positive Test

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

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

**APPENDIX E
HEALTHCARE TASK FORCE**

IT IS HEREBY AGREED by and between the **CITY OF EAST LANSING** (hereinafter referred to as “The CITY”) and the **CAPITOL CITY LABOR PROGRAM**, (hereinafter referred to as “The UNION”) as follows:

1. The parties agree that the City of East Lansing’s Healthcare Task Force is the preferred method for resolving healthcare benefit issues between the City and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Task Force, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group’s decision to opt-out of the Task Force, or the Task Force’s decisions, does not limit the ability of the remaining groups to continue with the collaborative process.

2. In order to retain this successful, collaborative process, the parties agree to the following: During any annual renewal process the Healthcare Task Force will comply with all State legislation regarding this issue, specifically but not limited to, Public Act 152, the Publicly Funded Health Insurance Contribution Act.

3. In the event that the parties are unable to agree to plan options that comply with State legislation within 60 days of the annual renewal period, the aforementioned healthcare re-opener shall immediately commence with both parties being free to make proposals, as well as being obligated to bargain over the health insurance issue.

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

CITY OF EAST LANSING

UNION

George Lahanas
City Manager

Ryan Kuhn
President

Dated: _____

Dated: _____

**APPENDIX F
EMPLOYEMENT OF RELATIVES POLICY**

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

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

APPENDIX G
PERFORMANCE APPRAISAL FORMS AND SCORING MATRIX
2022

East Lansing Police Department
Employee Performance Appraisal
CICET Division

Name: _____ Division: _____ Year: _____

A. Essential Job Functions:

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

Rating: (Needs Improvement, Acceptable, Exceeding Expectations) _____

Narrative:

2. **Technical competence and job knowledge** – Understands and properly applies all laws, ordinances, statutes, interview and interrogation techniques and policy and procedures. Operates and cares for all equipment/vehicles in a safe and appropriate manner. Uses proper officer-safety techniques. Uses appropriate crime scene investigation techniques and is familiar with current technologies. Can investigate cases without excessive guidance. Makes ethical, rational, and sound decisions that are in accordance with Department policy. Can perform all essential job functions.

Rating: (Needs Improvement, Acceptable, Exceeding Expectations) _____

Narrative:

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

Rating: (Needs Improvement, Acceptable, Exceeding Expectations) _____

Narrative:

B. Quality and thoroughness of work:

4. **Written communication** – Police reports are thorough, daily activity reports, memos,

proposals, tip sheets, email, and other written communications are concise, logical, legible and contain all pertinent and necessary information, and are completed in a timely manner.

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)* _____

Narrative:

5. **Case Building** – Conducts a thorough and extensive initial investigation and follows up/follows through on all cases. Is capable of diverse investigations and understand different processes in conducting specific cases. Able to work any type of case without excessive guidance. Collects evidence when appropriate. Identifies witnesses and suspects and obtains all contact information. Identifies and investigates all elements of the crime. Conducts thorough interviews and interrogations.

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)* _____

Narrative:

6. **Assigned Tasks** – Effectively and efficiently handles tasks or requests for service. Examples include community events, community partnerships assisting other officers or patrol division, dignitary protection, surveillance, warrant follow-up, crime scene investigation, evidence collection and processing, etc. Makes written documentation of incidents when appropriate. Updates CICET command on casework on a regular basis.

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)* _____

Narrative:

C. Initiative:

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

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)* _____

Narrative:

8. **Self-initiated activity** – Uses non-directed patrol time to provide safety through various self-directed means. Actively works areas and concerns from citizens on own accord. Works traffic enforcement in accordance with departmental standards and direction. Focuses self-initiated efforts on safety and community policing efforts. Examples include NRT issues, blue kits, issuance of appearance tickets, conducting crime pattern analysis, OWI arrests, warrant arrests, self-initiated complaint reports, other misdemeanor, and felony arrests.

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)*_____

Narrative:

9. **Participation** – Volunteers for special assignments with a focus on departmental priorities, special units and/or special projects, conducts employee training presentations, volunteers for; committees, neighborhood/school meetings/presentations, proposals, intern observations, etc.

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)*_____

Narrative:

10. **Community Policing** - Builds collaborative partnerships with stakeholders to improve the services of the East Lansing Police Department, and actively works to solve community problems through established Community Policing practices. Is dedicated and self-motivated to: Establishment of Community Relationships, Community Events, NRT Concerns, Blue Kits, Sector Issues and Patrols, Problem Solving Analysis, Neighborhood Issues, Business Checks (Open Businesses), Neighborhood Meetings if not assigned.

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)*_____

Narrative:

EAST LANSING POLICE DEPARTMENT
CICET Division Evaluation

Year: Choose year **Evaluation Period:** Mid-Year Annual

Officer Name: Type Officer Name here

	Needs Improvement	Acceptable	Exceeding Expectations	Exceptional
Essential Job Functions:				
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Technical competence and job knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quality and Thoroughness of Work:				
Written Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Case Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assigned Tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative:				
Community Policing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Self-initiated Activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Case Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attach copies of Contact Sheet to document all entries.

Additional comments: (All Exceptional and Needs Improvement ratings require comments)

Type comments here.

Signatures required:

Officer: _____ **Supervisor:** _____ **Date:** _____

Performance Evaluation Scoring Matrix				
CICET Division				
	NI	Acceptable	Exceed Expectations	Exceptional
Essential Job Functions				
Dependability	0	5	7.5	N/A
Technical Competence and Job Knowledge	0	5	7.5	N/A
Professionalism	0	5	7.5	N/A
Quality and Thoroughness of Work				
Written Communication	0	7.5	10	12.5
Case Building	0	7.5	12.5	15
Assigned Tasks	0	5	7.5	10
Initiative				
Community Policing	0	5	7.5	10
Participation	0	5	7.5	10
Shift Appropriate Activity	0	5	7.5	10
Case Management	0	5	7.5	10

East Lansing Police Department
Employee Performance Appraisal
Patrol Division

Name: _____ Division: _____ Year: _____

A. Essential Job Functions:

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

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations)* _____

Narrative:

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

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations)* _____

Narrative:

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

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations)* _____

Narrative:

B. Quality and thoroughness of work:

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

Rating: *(Needs Improvement, Acceptable, Exceeding Expectations, Exceptional)* _____

Narrative:

5. **Case Building** – Conducts a thorough initial investigation and follows up/follows through on all cases. Collects evidence when appropriate. Identifies witnesses and suspects and collects all/accurate contact information. Identifies and investigates all elements of the crime. Follows through on cases assigned to them or actively works cases on their own accord.

Rating: (*Needs Improvement, Acceptable, Exceeding Expectations, Exceptional*)_____

Narrative:

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

Rating: (*Needs Improvement, Acceptable, Exceeding Expectations, Exceptional*)_____

Narrative:

C. Initiative:

7. **Shift appropriate activity**- Uses non-directed patrol time to seek out all shift appropriate activity, including community contacts, property inspections, assisting other officers on calls or traffic stops, suspicious subject/situation checks, bar checks, foot patrol, and ELPD warrant follow up.

Rating: (*Needs Improvement, Acceptable, Exceeding Expectations, Exceptional*)_____

Narrative:

8. **Self - Initiated activity** – Uses non-directed patrol time to provide safety through various self-directed means. Actively works areas and concerns from citizens on own accord. Works traffic enforcement in accordance with departmental standards and direction. Focuses self-initiated efforts on safety and community policing efforts. Examples include NRT issues, blue kits, issuance of appearance tickets, conducting crime pattern analysis, OWI arrests, warrant arrests, self-initiated complaint reports, other misdemeanors, and felony arrests.

Rating: (*Needs Improvement, Acceptable, Exceeding Expectations, Exceptional*)_____

Narrative:

9. **Participation** – Volunteers for special assignments with a focus on departmental priorities, special units and/or special projects, conducts employee training presentations, volunteers

for; committees, proposals, ride-a-longs, shift assignments, calls for service, etc.

Rating: (*Needs Improvement, Acceptable, Exceeding Expectations, Exceptional*)_____

Narrative:

10. **Community Policing** - Builds collaborative partnerships with stakeholders to improve the services of the East Lansing Police Department, and actively works to solve community problems through established Community Policing practices. Is dedicated and self-motivated to: Establishment of Community Relationships, Community Events, NRT Concerns, Blue Kits, Sector Issues and Patrols, Problem Solving Analysis, Neighborhood Issues, Business Checks (Open Businesses), Neighborhood Meetings if not assigned.

Rating:()_____

Narrative:

EAST LANSING POLICE DEPARTMENT
Patrol Division Evaluation

Year: Choose year **Evaluation Period:** Mid-Year Annual

Officer Name: Type Officer Name here.

	Needs Improvement	Acceptable	Exceeding Expectations	Exceptional
Essential Job Functions:				
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Technical competence and job knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quality and Thoroughness of Work:				
Written Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Case Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assigned Tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative:				
Community Policing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shift Appropriate Activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Self-initiated Activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attach copies of Contact Sheet to document all entries.

Additional comments: (All Exceptional and Needs Improvement ratings require comments)

Type comments here.

Signatures required:

Officer: _____ **Supervisor:** _____ **Date:** _____

Performance Evaluation Scoring Matrix				
Operational Division				
	NI	Acceptable	Exceed Expectations	Exceptional
Essential Job Functions				
Dependability	0	5	7.5	N/A
Technical Competence and Job Knowledge	0	5	7.5	N/A
Professionalism	0	5	7.5	N/A
Quality and Thoroughness of Work				
Written Communication	0	5	7.5	10
Case Building	0	5	7.5	10
Assigned Tasks	0	5	7.5	10
Initiative				
Community Policing	0	7.5	12.5	15
Participation	0	5	7.5	10
Shift Appropriate Activity	0	5	7.5	10
Self-Initiated Activity	0	7.5	10	12.5

**APPENDIX H
LETTER OF AGREEMENT – EVIDENCE and TECHNOLOGY TECHNICIAN**

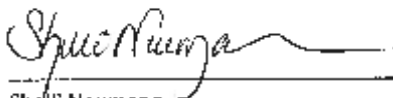
LETTER OF UNDERSTANDING: POLICE EVIDENCE AND TECHNOLOGY TECHNICIAN

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

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

This Letter is signed by the Parties' authorized representatives.

CITY OF EAST LANSING



Shelli Neumann
Human Resources Administrator

11/13/12

P.O.A.M.



Daniel DeKorte
POAM, President