

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

CITY OF EAST LANSING, MICHIGAN

AND

THE

EAST LANSING POLICE SUPPORT SERVICES UNIT

CAPITOL CITY LABOR PROGRAM

July 1, 2024– June 30, 2026

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AGREEMENT

This agreement is entered into between the City of East Lansing, Michigan (hereinafter referred to as the “City”) and the Capitol City Labor Program employees (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 1

RECOGNITION - EMPLOYEES COVERED

1.1 Recognition. Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts 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 for all regular full-time and part-time employees of the Police Department of the City of East Lansing whose positions are classified as: Non-Clerical employees (P.A.C.E officer, Neighborhood Resource Specialist (NRS); Clerical Employees (Police Records Assistant, Police Clerk Typist, Police Investigation Secretary, and P.A.C.E. secretary); and Police Social Workers. All other employees in this department, including the P.A.C.E. Supervisor, are excluded from recognition of this bargaining unit.

1.2 Definition of Part-Time. Part time is defined as any employee that is required to work thirty (30) or less hours per week. However, this does not mean that the City cannot, on an intermittent basis, require the employee to work more than thirty (30) hours in any given week. In the event a vacant position will be filled, the City, at its discretion, may fill a vacancy in a full-time position with one or more part time positions.

1.3 Non-Bargaining Police Employees. Non- Bargaining Unit Police employees who, due to injury are unable to perform their typical function may perform bargaining unit work as a “light duty” assignment for up to 8 weeks. It is expressly understood that no bargaining unit members will be displaced or denied overtime as a result of this provision. The City will not use

these assignments as an argument that the work is not normally performed by the bargaining unit. Only one light duty officer will be assigned to do bargaining unit work at a time. The City recognizes that 2 light duty positions must be filled outside the bargaining unit, and only the 4th light duty position will be used to do bargaining unit work. Light duty may include minor clerical work which requires minimal training and will be worked during regular office hours in Records, PACE, or Typing. Light duty assignments will not include bargaining unit work in or as a PACE Officer.

1.4 Temporary Employees. Temporary Employees are employees hired on a temporary basis and shall be defined as employees hired to work 65 working days or less during any one calendar year. A calendar year is defined as January 1 through December 31. Temporary Employees:

- 1) Shall only be used to fill in for a regular full-time employee on an approved leave of absence, extended illness or Family Medical Leave, which is for a period greater than 2 weeks.
- 2) Shall not be employed when bargaining unit members are on layoff.
- 3) Shall not be used for the purpose of avoiding the filling of a full-time bargaining unit position where such position is duly authorized and budgeted by the City, or for the purpose of avoiding a promotion.
- 4) Shall be compensated by wages and statutorily required benefits only, and such wages shall not exceed the beginning salary rate for the applicable classification.
- 5) Shall not be used in Non-Clerical positions.
- 6) Are not eligible for overtime or call in assignments unless all available bargaining unit members are provided the opportunity first.
- 7) It is expressly understood that the city will not use these assignments as an argument that the work is not normally work performed by the Union.
- 8) Are not considered part of the bargaining unit.

The Chief of Police or their designee will provide advance notice to the Union when he/she intends to employ temporary employees in what capacity and for what duration, not to exceed 65 days.

ARTICLE 2
MANAGEMENT RIGHTS

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, 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 United States, the City Charter, the East Lansing code and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which 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 (1) 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 and 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 layoff 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. In the event the Union does not agree that the rate is proper, it may request within two (2) weeks of implementation of the new or changed classification that the City negotiate the rate; (j) to determine lunch, rest periods and clean up 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 just 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 prior notice to the Union except in the event of an emergency or where 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 in the City. If the employees reporting to work under this provision are entitled to be compensated at overtime rates, nothing contained in this section shall limit or restrict such overtime compensation.

ARTICLE 3

PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union therefore agrees that there shall be no interruption of the services performed by employees covered by this agreement, for any cause, whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises 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 4

UNION MEMBERSHIP

4.1 VOLUNTARY DUES CHECK-OFF. The City agrees to collect Union dues on a monthly basis from all employees within the bargaining unit who are members of the Union and who have executed the authorization for check-off of dues form. The City agrees to deduct from the first pay of each month the authorized Union dues for such month and promptly remit the same to the

Treasurer of the Union. The City shall be free from any liability by reason thereof to those employees whose dues are so deducted. Monthly dues shall be deducted by the City only on receipt of the properly executed payroll deduction authorization form. The City agrees to continue to deduct monthly Union dues at the rate in force on the date of signing this Agreement until officially notified of a change by the Union treasurer or the Executive Director of the Union who are the authorized representatives of the Union for the purpose of certifying the amount of such change.

4.2 Union Security. Participation by employees in the Union, and the payment of dues, is voluntary and it's not a condition of employment. Any employee may terminate their check-off authorization by filing a written notice with the Union and with the City Human Resources Director at any time. Such termination shall take effect the payroll period following the payroll period in which it was submitted.

The Union shall indemnify and save the employer harmless against and from any and all claims, demands or suits or other forms of liability that may arise out of or by reason of good faith action taken by the City for purposes of complying with this Article.

4.3 Division Membership and Activity. Neither the Department, City, or Union shall discriminate against any employee because of their 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 Department, its employees, or the City discourage employees covered by this Agreement from doing so.

ARTICLE 5

UNION BARGAINING COMMITTEE

5.1 The bargaining committee of the Union will consist of not more than two (2) bargaining unit employees and may not include more than two non-union employee representatives.

The Union will furnish the Human Resources Director with a written list of the Union's employee bargaining committee prior to the first bargaining meeting. The Union agrees that no changes will be made in the personnel of the bargaining committee thereafter without prior written notice to the city and without a formal vote of the members of the bargaining unit.

5.2 City employees of the Union bargaining committee will be paid for the time spent in negotiations with the City including one-half (1/2) hour prior to and one-half (1/2) hour after the

bargaining meeting is over, but only for the straight time hours they would otherwise have worked had they worked their regularly scheduled shift.

5.3 On those occasions when the Capitol City Labor Program Union has a scheduled evening Union meeting, the president of this Unit will attempt to be scheduled off work. When that is not possible, the Unit President will let the City know by no later than the 20th day of the month preceding the next month's meeting that he or she intends to attend the Union meeting. However, the Unit President may use this provision no more than four (4) times in any contract year.

5.4 Union Time. The President of the East Lansing Police Support Services Unit of Capitol City Labor Program shall receive paid time off to attend to Union affairs in the amount of twenty-four (24) hours per year. The time referenced in this section is in addition to any other designated time available to the Union's Representatives.

ARTICLE 6

PROBATIONARY PERIOD

All newly hired employees are subject to a probationary work period of one (1) year. New employees will be evaluated once every three (3) months during the probationary period.

The Union shall only represent probationary employees for the purposes of collective bargaining in respect to rates of pay, hours of employment and benefits; other than matters concerning discipline or discharge.

Nothing herein is to be construed as a guarantee to any probationary employee of a specific duration of employment.

ARTICLE 7

SENIORITY

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

- a) *City seniority* shall be the status obtained by an employee by the length of their continuous full-time service with the City since their date of hire.
- b) *Classification seniority* shall mean the status obtained by an employee for the length of their continuous full-time service in the classification. Classification seniority begins when an employee enters a classification.

7.2 Seniority Lists. The City 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 Union shall furnish a copy of the list to the Union. The City 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 the 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 for just cause.
- 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 (1) years.
- e) The employee has been on lay-off and/or an unpaid leave-of-absence for a period of time equal to their seniority at the time of their lay-off and/or unpaid leave-of-absence or two years, whichever is less.
- f) The employee is absent from work including the failure to return to work at the expiration of a leave-of-absence, vacation, or lay-off before the beginning of the third work day following the absence without notifying the City, except when the failure to notify is due to circumstances beyond the control of the employee.

ARTICLE 8

LAYOFF AND RECALL

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

8.2 Order of Layoff. If and when it becomes necessary to reduce the number of employees in the workforce, the City shall call a meeting as provided for in Article 23, Special Meetings. Employees shall be laid off in inverse classification seniority order, based on the

capability of performing available jobs. Employees shall be recalled in classification seniority order. Any employee laid off in a particular classification under this section shall, if their City seniority justifies, and they so elect, prior to the effective date of layoff, and if they are capable of performing a similar job not subject to layoff, have the right to bump an employee with less City seniority in a similar classification within the same bargaining unit subject to the following limitations:

- A. Clerical positions may only bump other clerical positions (Secretary, Records Assistant, P.A.C.E. Assistant).
- B. Non-clerical positions may only bump other non-clerical positions (P.A.C.E. Officer, Neighborhood Resource Specialist).
- C. Part-time employees may not bump full-time employees.

An employee bumped under this procedure shall be treated the same as if they were originally placed on layoff.

8.3 Notice of Layoff. Employees to be laid off indefinitely shall be given at least twenty-one (21) calendar days prior notice.

8.4 Recall from Layoff. Employees to be recalled from layoff shall be given a maximum of ten (10) calendar days to respond after the notice has been sent by certified mail and first-class mail to their last known address.

Employees who decline recall or who, in the absence of extenuating circumstances satisfactory to the Police Chief, have failed to respond as directed within the time allowed shall be presumed to have resigned and their name shall be removed from the seniority list.

ARTICLE 9

WORKING HOURS AND OVERTIME COMPENSATION

9.1 Work Days and Hours. Full-time employees covered hereby are required to, and ordinarily will, be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by the City. At the discretion of the Chief of Police, upon mutual agreement of the affected employee(s) and the Union, employees may be permitted to work nine (9), ten (10), or twelve (12) hours shifts.

Determination of the starting time of daily, weekly and monthly work schedules shall be made by the City, understanding Clerical Positions shall not be regularly scheduled to work hours

outside of 6 a.m. to 6 p.m. Shifts by seniority for the Non-Clerical positions and Social Workers will be selected at six (6) month intervals consisting of two (2), three (3) month durations. For purposes of bidding shifts, all full-time employees shall select shifts based on Classification seniority prior to part-time employees selecting shifts. Selection deadlines and effective periods shall coincide with the vacation pick schedule recited in Article 10, Section 10.1.

The work week for full-time Clerical and Social Worker classifications shall be Monday through Friday. The work week shall be determined by the Police Chief for part-time employees.

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 their designee.

Employees covered hereby shall be entitled to a one-half (1/2) hour paid lunch period for each scheduled working day. Clerical employees, with prior supervisory approval, may take an additional unpaid one-half (1/2) hours (for a total lunch period of one (1) hour).

Training Days. Employees who, for the purpose of training, are required by the Employer to report to any site outside the City limits and different than that which they are normally assigned, shall be paid for the time spent traveling. Employees who are required to drive their personal automobile to or from training shall be reimbursed for actual and necessary parking costs as well as shortest distance mileage at the Internal Revenue Service established rate. The City shall pay the actual cost of reasonable lodging and meals associated with the employee's attendance at training, consistent with City policy.

9.2 Overtime Compensation. Except for Social Workers (the parties acknowledge and agree the Social Worker classification is exempt from overtime under the Fair Labor Standards Act (FLSA)), time and one-half (1 1/2) an employee's regular hourly base rate of pay will be paid for all approved time necessarily spent on the job in excess of an employee's regularly schedule shift.

9.3 Compensatory Time. Effective June 29, 1998, to the extent permitted and consistent with the provisions of the Fair Labor Standards Act and regulations issued thereunder, the City and Union agree that employees covered by this Agreement shall have the option of earning and using up to a maximum of forty (40) hours of compensatory time off in lieu of overtime compensation on the

following terms and conditions:

1. For each full hour worked over forty (40) in a work week, credited compensatory time shall be one and one-half hours.
2. Only a full and continuous hour of overtime worked shall be eligible for inclusion in the compensatory time bank.
3. An employee requesting to use compensatory time must request or confirm it in writing and shall be permitted by the City to use such time within a reasonable period after receipt of the request provided the use of the compensatory time does not unduly disrupt the operation of the City.

9.4 Clerical Overtime Distribution. Effective June 29, 1998, all overtime hours worked by each clerical employee will be recorded by the Employer and each employee will be ranked on an overtime list, with the employee with the most overtime being listed first, the employee with the next lowest overtime hours being listed next, *etc.*

The Employer shall post all overtime assignments, unless there is not time to do so, and will allow the employees to volunteer to work such overtime assignments by signing up for same. If more than one (1) eligible employee volunteers for the assignment, the employee that is the lowest on the overtime list (has worked the lesser number of overtime hours) shall be given the assignment. If no employee volunteers, the Employer shall draft the eligible, employee for the overtime assignment that is ranked last on the overtime ranking list.

9.5 Pass Days. Employees shall ordinarily earn eight (8) pass days every twenty-eight (28) days for a total of one hundred four (104) pass days each year.

Non-Clerical employees pass days will be scheduled a minimum of two (2) consecutive days unless otherwise agreed to by the employee.

- a) Scheduling. A shift schedule for employees will be posted five (5) days prior to the start of the schedule indicating the normal workday for every employee.
- b) Changing. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from the shift commander. Due consideration of the employee's wishes as well as the needs of the department will be taken into account regarding all such requests. The City must give five (5) days' notice before changing an employee's posted shift schedule unless otherwise agreed to by the employee.

Subject to the terms of this Agreement, determination of the shift assignments, 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, City Manager, or their designated representative.

9.6 Call Back. All employees covered hereby who are called back to work from an off-duty status, will be paid at the rate of time and one-half (1 1/2) with a minimum of two (2) hours payment at overtime rates. Overtime assignments shall be filled in accordance with the traditional "call in" procedure and the overtime procedure outlined in Article 9, Section 10 of this Agreement. In the event of an emergency "call back," employees on a formally approved vacation shall be compensated at three (3) times their regular rate of pay for each hour worked up to eight (8) hours maximum per approved vacation period.

9.7 Shift Preference. For Non-Clerical employees, shift preference will be on the basis of classification seniority and ability to perform the job among employees. The amount of seniority required to be eligible for the shift preference shall be one (1) year.

For additional available work hours, a sign-up list will be utilized if the hours become available more than 120 hours in advance of the starting time of the assignment. If the additional hours become available less than 120 hours in advance of the starting time, the hours may be assigned by a supervisor.

9.8 Court Time. Off-Duty employees who are subpoenaed into court, or who must go to court to validate a complaint/warrant, shall be paid at a rate of one and one-half (1 1/2) normal hourly rate of pay, with a minimum of two (2) hours payment at overtime rates, exclusive of lunch periods.

An employee who is subpoenaed to court while on an approved vacation shall be compensated at the rate of two (2) times their normal hourly rate of pay, with a minimum of two (2) hours payment.

9.9 Pyramiding. Payment for overtime and callback time shall not be duplicated for the same hours as hereto fore provided.

9.10 Overtime List. There will be a sign-up sheet for those Non-Clerical employees who wish to work overtime. When an overtime situation occurs, those on the list will be contacted first for overtime. If those on the list are not available, overtime will be assigned to those employees who work closest to the overtime assignment. If the overtime assignment cannot be filled, the City will then assign whoever is available. The City may equalize scheduled overtime.

Also, the City will attempt to use the procedure to fill overtime assignments, but if it is not possible to fill an overtime assignment in this way, the City will hold over employees as necessary.

In the event an employee is needed to work non-scheduled overtime, the overtime assignment shall be first offered to the most senior employee on the shift, if rejected by that person the next senior employee shall have the option to work the assignment. If none of the employees on the shift volunteer to accept the overtime assignment, the least senior employee on the shift shall be required to secure another employee to volunteer for the assignment or will be required to work the overtime assignment as mandatory overtime. However, if the least senior employee is required to work mandatory overtime more than four (4) times in a calendar month, the next junior employee working the shift will be required to work the mandatory overtime assignment.

9.11 Payroll Direct Deposit. The City may 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 the Payment of Wages and Fringe Benefits Act (MCL 408.476).

9.12 Training Compensation. Non-Clerical employees who are assigned by the Employer to train new employees shall receive an additional one (1) hour of overtime compensation for each day they are assigned to work with a trainee.

9.13 Inclement Weather Compensation. In cases where the City is officially closed 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 are required to 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 personal leave

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 10

VACATION LEAVE

10.1 Procedure. The time at which an employee shall take their 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 Department. Sufficient advance notice shall be given the department head to allow them to establish vacation schedules and to arrange working schedules accordingly.

10.2 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 eighty (80) hours vacation.

10.3 Computation of Benefits.

a) The maximum amount of vacation leave which can be earned by a member of this bargaining unit is as follows:

<u>Length of Employment</u>	<u>Vacation Days/Year or</u>	<u>Accrual Hours/Year</u>
Date of hire through 1 year.	10	80
1 year through 3 years	13	104
4 years through 7 years	16	128
8 years through 10 years	19	152
11 years through 15 years	22	176
15 or more years	25	200

b) An employee may not accumulate more than two (2) years vacation leave time. Under certain conditions, special exceptions can be made regarding accumulation in excess of two (2) years vacation leave. Written request must be made by the employee and a final, binding determination will be made by the Chief of Police.

- c) Employees terminating their employment with the City before completing six (6) months of service with the City shall not be paid for any unused vacation leave when they terminate employment.

ARTICLE 11

SICK LEAVE

Sick leave is not a privilege which employees may use as additional leave time but is a benefit which may be used only in cases of actual sickness, disability or pregnancy. Sick leave may also be used for doctor or dentist visits, or in the case of illness in an employee's immediate family. Immediate family is defined for purposes of this article as the employee's spouse and children (and parents with the restrictions noted below). While absent from work due to illness or injury, employees shall be paid from their sick leave credit as provided herein.

11.1 Procedure. To receive compensation while absent on sick leave, employees shall notify their immediate supervisor or department head at or before the time set for the beginning of the workday unless unusual circumstances prevent proper notification. When absences are for more than one (1) week, employees are required to file a physician's certificate unless the department head has personal knowledge of the employee's sickness or disability. No sick leave shall be granted without the approval of the employee's department head. In the case of illness or injury, sick leave benefits must be used prior to using other leave time benefits. An employee may use up to 80 hours of sick leave per calendar year for the care of a parent while on a FMLA approved leave of absence. Additionally, an employee may use up to 24 hours per year of sick time for the care of a parent for a non-FMLA event. The employee must provide written documentation to their supervisor prior to, or after, the use of the sick time for record keeping purposes.

11.2 Eligibility. All regular employees are eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month of service up to the amount accumulated at the time of illness. Employees injured on any other gainful employment outside of City employment are not eligible for sick or disability benefits through the City.

11.3 Computation of Benefits.

- a) Regular full-time employees are entitled to sick leave credits of one working day for each completed month of service, except that no sick leave credits may be earned

during a leave of absence without pay. Sick leave is computed from the first full working day of the employee. In the case of employees with less than one month's full-time service with the City, sick leave shall be prorated in proportion to their length of service. The amount of sick leave charged to an employee shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during the sick leave absence.

- b) At the end of each year, any unused sick leave becomes accumulative, with accumulation of sick leave being unlimited.
- c) Payment shall be made for one-half of an employee's accumulated sick leave up to a maximum payment of 520 hours of retirement (directly to the employee) or at death (to the employee's heirs.) In the event of a duty death, payment shall be made for 100 percent of an employee's accumulated sick leave up to a maximum payment of 1040 hours to the employee's heirs. If an employee freezes retirement benefits after ten (10) or more years of service and leaves the employment of the City, that employee shall not be entitled to a payment for accumulated sick leave at retirement.
- d) Retirement is defined for purposes of this section as those retirees from the City who qualify for retirement under the provisions of the Michigan Municipal Employees Retirement System.

ARTICLE 12
HOLIDAY LEAVE

The following days have been designated as paid holidays: New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and Martin Luther King's Birthday.

If an employee works on a scheduled holiday, the employee shall receive pay at time and one-half (1 & 1/2) their regular hourly rate for all hours so 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.

Observance of a holiday for Non-Clerical Positions will be the actual holiday. Non-Clerical employees will receive time and one half (1 1/2) for all hours worked on a holiday, plus accrue the same amount of holiday hours that the employee worked on the holiday. (Example 8 for 8, 4 for 4, etc.) For all other employees covered by this agreement, when a holiday falls on a Saturday, the preceding Friday shall be considered the holiday, when a holiday falls on a Sunday, the following Monday shall be considered the holiday.

If a holiday, as defined above, falls on an employee's scheduled pass day, the employee will receive another day off at a time to be determined by the Police Chief or their designated representative.

Employees shall be allowed to accumulate holiday leave time up to a maximum of one hundred sixty (160) hours of accumulation. Employees shall be allowed to take the time and due regard for their wishes and the needs of the department. Advance notice as specified by the Chief is necessary so that the Chief of Police shall have sufficient time to make the leave schedule and to arrange the work accordingly. An employee who terminates employment with the City shall be compensated for all accumulated holiday leave time.

To qualify for holiday benefits, the employee must report to work on the City's regularly scheduled work day immediately preceding and immediately following the City's scheduled holiday unless the employee has otherwise been excused by the Chief of Police.

If an employee terminates employment with the City, no holiday pay shall be accumulated after the last day worked.

If an employee is on an extended leave of absence, the employee shall not qualify for holiday pay.

ARTICLE 13

PERSONAL LEAVE

Employees of the bargaining unit are provided four (4) non-accumulating personal leave day per year. The procedure for using these additional leave days is the same as the procedure outlined for vacation leave. The personal leave days are available to the employee commencing with the first day of employment. New employees receive a pro-rated share of personal leave in increments of 2.66 hours credit for each month of service they will have worked up to July 1st of each year. Personal leave days are non-accumulating and must be used by June 30th of each year.

An employee terminating employment from the city shall be paid for any unused personal leave time.

ARTICLE 14

OTHER LEAVE

14.1 Military Leave.

A. Employees who enlist into the Armed Forces of the United States under the provisions of the Select Service Act of 1940, as amended, shall be entitled to leaves of absence without pay for the period of service required by such original enlistment. The term of their original enlistment shall be included in the computation of their longevity benefits and terms of employment, if applicable and if the employees meet the employment reinstatement requirements. Upon their honorable discharge, and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or positions comparable to them, provided they make formal application for reinstatement within ninety (90) days after the date of military service discharge and provided that the City's circumstances have not changed so as to make it impossible or unreasonable to do so. In cases of re-enlistment, this Article shall not apply.

B. 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 reserve leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay (exclusive of travel and subsistence pay) shall be allowed for a period of not more than two weeks.

14.2 Bereavement Leave.

A) Immediate Family.

A maximum of five (5) days bereavement leave time with pay may be utilized for bereavement and/or attendance at funerals of an employee's father, mother, spouse, Other Eligible Individual (as defined by City policy) and children (including all "steps").

B) Non-Immediate Family.

A maximum of three (3) days of bereavement leave time with no loss of pay may be utilized for bereavement and/or attendance at non-immediate family funerals. Non-immediate family includes sister, brother, father-in-law, mother-in-law, grandchild and grandparents of the employee.

Employees may utilize up to two additional days of sick leave with permission of the Police Chief.

14.3 Extended Sick Leave Absence. An employee who is ill or disabled and has exhausted all leave time credits shall apply in writing to the department head for an extended sick leave absence for up to thirty (30) days which may be renewable for good cause shown by the employee but not renewable for longer than three (3) months from the first date of illness or disability, unless otherwise approved by the Chief and City Manager. An employee's illness or disability must be authenticated in writing by the attending physician. In the event an extended sick leave absence is granted without pay or benefits and without a loss in seniority.

14.4 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 rolling 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 thirty (30) days 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 condition(s).

14.5 Jury Duty and Witness Service. An employee asked to serve on a jury or as a witness shall be granted leave time without loss of pay, benefits or seniority. The City shall make up the difference between the jury duty or witness fee and the employee's regular wages.

When serving on jury duty or as a witness, the employee shall turn fees (exclusive of mileage fees for use of employee's own vehicle) received from the court over to the City, at which time the City shall provide the employee with a regular paycheck. Employees may retain the fees if they are on leave from the City.

14.6 Other Leaves of Absence. Other leaves of absence requested by an employee must be made in writing to the Chief and shall not be granted without the approval of the Chief and the City Manager or a designee of the City Manager. Hospitalization insurance may not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

14.7 Continuation of Hospitalization and Life Insurance Benefits. If an employee finds it necessary to take an extended leave of absence from City employment, the employee may maintain health and life insurance coverage through the group plans for ninety (90) days with all premiums paid quarterly and in advance by the employee. If the employee's leave is for longer than ninety (90) days, the employee may convert the plans from group policies to private policies without having to take physical examination. This must be done within the thirty (30) day change-of-status period as specified by the City's insurance contracts or the employee shall no longer be covered by hospitalization and life insurance benefits.

14.8 Cessation of Retirement Service Credits. Retirement service credits shall stop once an

employee goes on an extended leave of absence. However, all the monies contributed by the City and the employee remain in the system and service credits begin again as soon as the employee returns to work.

14.9 Leave Time Donations. If a circumstance arises where employees are desirous of donating time off to a fellow employee(s), a special meeting may be requested under Article 23 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.

ARTICLE 15

WORKER'S COMPENSATION AND SAFETY

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

15.2 Full Pay for 30 Calendar Days. The City, in accordance with state law, provides worker's compensation if an employee is injured in the course of employment. 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 their regular salary, which, together with such compensation, equals their regular salary. Such payments by the City shall not be deducted from the employee's accumulated sick leave for the first thirty (30) calendar days while on compensation.

15.3 Use of Sick Time. After the first thirty (30) calendar days on compensation, an amount equal to the difference paid by the City between an employee's worker's compensation and their regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between worker's compensation and the employee's salary. An employee will continue to accrue and receive benefits for the first thirty (30) calendar days while on compensation. When this period has elapsed, he shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

15.4 Simultaneous payment with worker's compensations shall not be paid for injuries

received because of negligence on the part of the employee injured. In case of failure of an employee to report within 24 hours any injury sustained by them, it shall be presumed that such injury resulted from their 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.

15.5 Extensions. Any employee covered by the collective bargaining agreement may apply to the Chief for an extension of the thirty (30) calendar day period during which payments by the City shall not be deducted from the employee's accumulated sick leave. The Chief shall review the circumstances presented and shall make a recommendation to the City Manager as to whether or not good cause has been shown for extending the above thirty (30) calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendations and such other circumstances as he deems appropriate, make a final and binding decision as to whether or not the above calendar day period shall be extended, and if so, the appropriate duration of such extension. Requests for such extensions shall lie within the sole discretion of the Chief and the City Manager, and any determinations by the City regarding such requests for extension shall be final and binding on all parties and shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.

15.6 Health Insurance. An employee who is injured in the line of duty and who has exhausted their sick leave benefits shall continue to be covered by the City's group health plan with payments made by the City. In the event of death in the line of duty, an employee's spouse and dependents shall continue to be covered by the City's group health plan with payments made by the City for one year.

ARTICLE 16

LONGEVITY PAY

All employees in the bargaining unit, that are in an active service of the City, are entitled to the following longevity schedule:

<u>Continuous Service</u>	<u>Additional Hourly Pay</u>
7 or more and less than 10 years	\$.20 per hour

10 or more and less than 15 years	\$.35 per hour
15 or more and less than 20 years	\$.50 per hour
20 or more and less than 25 years	\$.65 per hour
25 or more and less than 30 years	\$.80 per hour
30 or more years	\$1.00 per hour

Changes to the five-year, ten-year, fifteen-year, twenty-year, twenty-five year and thirty-year longevity benefits are effective on the first payroll period following the employee’s anniversary date.

ARTICLE 17

HOSPITALIZATION - MEDICAL COVERAGE

The City shall provide health care coverage for all full-time employees, and their spouse and eligible dependents. The health care 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 original coverage begins upon employment. If an employee decides for some reason not to take advantage of hospitalization benefits at the time of hire, the employee must wait until the next annual re-opening to enroll. Coverage would become effective on the first day of the new plan year.

Employees may add new members (dependents to their coverage within thirty (30) days of the event or the employee must otherwise wait until the annual re-opening to add the new members.

Effective July 1, 2005, Spouses employed by the City shall be provided the most cost-efficient coverage for the employees and any dependents (double or family.) Neither employee-spouses or dependents are eligible for double coverage or opt-out payments.

Individuals who qualify for retirement under the provisions of the Municipal Employees Retirement System may, at their option, be carried on the roll of the City retirees group hospitalization plan at the group rate, providing they pay the premium for such coverage quarterly in advance. For those individuals retiring under the provisions of the Section 47(f) Waiver, age 55 with 25 years of service, the City will pay the cost of the retiree’s and their spouse’s coverage and the retiree will pay the cost of coverage of their dependents. Retiree dependent coverage is covered under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The City agrees not to

charge the retiree any administrative fees as may be allowed under COBRA and to collect only the cost of the dependent premium.

Effective July 1, 1998, regular full time members of this agreement 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 the retiree only in the employee group at city expense provided that such eligibility for extended coverage is conditional on the retiree giving satisfactory verification, under oath if requested, that he/she has no access or eligibility for other medical care coverage, through, for example, spousal coverage or because of other employment. Additionally, the retiree has the option to purchase the same medical coverage through the City for the retiree's spouse. A retiree who reaches age 55 or a member who is 55 years of age or older at the time he/she retires will be provided at the employer's cost the medical insurance regardless of the accessibility or eligibility for other medical care coverage for 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 who retire on or after July 1, 1998, 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 amount shall continue at the same amount as when the employee retired.

Effective July 1, 2011, the age of healthcare access for retirees, hired prior to July 1, 2005, who are eligible for healthcare at retirement, shall be age 58 for employee and spouse. A separate Letter of Agreement, dated August 26, 2011, lists the only exceptions to the 58-year-old retirement healthcare access provision.

Any regular full-time employee hired on or after July 1, 2005, may continue on any health plan offered by the City and as allowed by the health carrier at retirement as specified above. However, the cost of the insurance will be at the expense of the retiree. As a clarification, part-time employees hired prior to July 1, 2005, within the CCLP remain eligible for the retiree health insurance benefit if they are continuously employed within the Unit, attain a regular full-time position and fulfill all service and age requirements as noted in this Agreement. City employees from outside the bargaining unit hired prior to the July 1, 2005, date will not be eligible for the benefit in the event that they transfer to a position within the bargaining unit after July 1, 2005.

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 conversion privileges. The spouse of record is the spouse at the time of retirement. If the retiree should predecease their 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 conversion privileges.

Health Care Savings Program

The City agrees to establish and fund a Post Employment Health Care Savings Program through the Municipal Employers' Retirement System (MERS) for full time employees who are not eligible for City provided health insurance after retirement. The MERS plan shall be implemented July 1, 2006. The City will provide \$500 per eligible employee per year, with contributions occurring on a bi-weekly basis. Participating employees will have a mandatory pre-tax contribution of \$500 per year that will be deducted on a bi-weekly basis. Effective July 1, 2019, the City's contribution will be increased to \$1,000 per eligible employee per year.

Employees may also elect to make their own post-tax contributions to a maximum of \$3,000 per year. Upon separation of employment, all CCLP employees will contribute 100% of their eligible sick time bank, as allowed under the contract language regarding sick leave payout eligibility, to the Health Care Savings Program. Sick time pay-outs/transfers are not includable in an employee's pensionable final average compensation.

Waiver of Group Hospitalization-Medical Coverage - A full-time employee who is a member of the bargaining unit may voluntarily waive their right to participate in the health plan made available by the City. For those selecting a health insurance benefit waiver, the City shall pay \$150 per month less deductions required by law.

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

A waiver from the Plan requires execution of the proper waiver form available in the City's Human Resources Department.

Under this waiver provision, an employee agrees to drop health coverage for a period of one (1) year from the effective date coverage is waived and may thereafter re-enroll during the next

annual reopener. An employee may re-enroll earlier than one (1) year if he or she provides, in writing, evidence of loss of alternative medical coverage.

ARTICLE 18

DENTAL INSURANCE

All regular, full-time employees covered by this agreement are entitled to a dental insurance plan as specified in the plan document (#3195.) Employees are entitled to join the group dental plan at employment and coverage ends at termination of City employment. The City may, at its option, select another insurance carrier to provide an equivalent or better plan. The City will meet and confer with the Union prior to the proposed change and provide documentation in order for the Union to assess the specifics of the proposed plan. In the event that the Union does not agree that the plan is "Equivalent or better," the issue may be grieved under the provisions of this Agreement.

Dental insurance will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

If any other employee group should be granted a coordination of dental benefits for married couples where both work for the City either through negotiations or because of a grievance arbitration award, this Unit shall also receive the benefit.

ARTICLE 19

GROUP VISION INSURANCE

The City and Union agree to place into effect a vision insurance plan. The 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. A full description of the dental plan is available through the Human Resources Department.

ARTICLE 20

GROUP LIFE INSURANCE

After completion of six (6) months full-time continuous service, the City shall provide to full-time, regular employees covered by this agreement a life insurance policy with accidental death provisions at City expense in the amount of \$50,000.00.

ARTICLE 21

DISABILITY INSURANCE

Effective July 1, 1989, for full time employees only, a disability insurance plan shall provide the benefits listed in the plan document (#692) hereof, and the City shall have the right to select a suitable insurance carrier to cover said benefits. The plan requires 100% employee participation with the City paying up to \$13 per month per employee and each employee the balance through payroll deduction for monthly premiums.

ARTICLE 22

RETIREMENT AND SOCIAL SECURITY

Upon employment with the City of East Lansing, eligible employees are automatically covered by Social Security with required payroll deductions.

Each regular, full-time employee covered by this agreement becomes a member of the City's retirement system. The city belongs to the Michigan Municipal Employees Retirement System.

Employees covered by this agreement receive benefit C-1 with a waiver of Section 47(f). Employees may retire at age fifty-five (55) with twenty-five (25) years of service or at age sixty (60) with (10) years of service.

Effective July 4, 1983, the contribution made by employees of the bargaining unit to the retirement system will be made by the City.

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

Effective July 1, 1987, employees of this bargaining unit will be covered by retirement benefit B-1 with a waiver of section 47(f).

Effective July 1, 1990, the City agrees to add the F-50 benefit with 25 years of service at City expense.

Effective January 1, 1992, the City agrees to add the C-2 with B-1 at City expense.

Effective January 1, 1994, the City agrees to add the B-3 benefit at City expense.

Effective May 1, 2001, the City agrees to add the FAC-3 benefit at City expense.

Effective July 1, 2011, all new employees will be enrolled in the MERS Hybrid Retirement

Plan.

Hybrid Retirement Plan

- 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: 10.0%
Employee contribution: 3.5%

ARTICLE 23

SPECIAL MEETINGS

Special meetings for important matters may be arranged between the Union and the Employer upon written request of either party. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those included on the agenda.

ARTICLE 24

GRIEVANCE PROCEDURE

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

24.2 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. All grievances must be filed, as required by Step 1 below, no more than fifteen (15) calendar days after the Employee knew or should have known of the existence of the claim.
- C. Management representatives shall date and sign the grievance indicating receipt thereof.
- D. When a management representative returns the form with their 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 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.

24.3 Steps of the Grievance Process. Whenever a grievance arises, an employee may present said grievance to their command officer 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 their command officer to discuss the grievance. If the issue is unresolved, the employee, on their own time, may contact their representative, who, on their own time, shall reduce the grievance processing provided for in this article. Failure to comply with all of the requirements as set forth in the following grievance procedure or with the rules for grievance processing shall be a basis for the denial of a grievance.

Step 1. If unresolved verbally, an employee or their Union representative shall present a written grievance to the grievant's immediate supervisor. The immediate supervisor, no more than fifteen (15) days later, shall write their answer on the form and return same to the employee(s) and their representative.

Step 2. If the immediate supervisor's answer in Step 1 is not satisfactory to the grievant, 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, not more than fifteen (15) days later.

Step 3. If the answer of the Police Chief in Step 2 is not considered satisfactory by the employee, the employee's representative or their designee may, within fifteen (15) days thereafter,

present it to the City Manager or their designee. The City Manager or their designee may call a meeting at which any participant who has participated in a previous step may attend. The City Manager or their designee shall answer the grievance, in writing, no later than fifteen (15) days after it is presented to them.

Step 4. In the event the decision of the City Manager in Step 3 is unsuccessful in facilitating a settlement of the dispute and the Union wishes to seek arbitration, the Union must request arbitration of the grievance within fifteen (15) days from the date of the City Manager's decision on the grievance by filing the form "Demand for Arbitration" with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS); thereafter it shall be handled in accordance with AAA/FMCS rules.

Step 5. Arbitration. The Union hereby acknowledges and affirms that the arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract or which, by addendum, may be added to this contract.

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

1. Arbitration may be invoked by the Union upon written notice 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.

Upon receipt of Notice of Intent to Arbitrate, the parties will attempt to agree upon the selection of an arbitrator. If they fail to agree within seven (7) calendar days, the Union shall, within fourteen (14) calendar days of the date of its Notice, advise the AAA/FMCS in writing (with copy to City) of its desire to arbitrate the grievance. Either party may reject a panel and request submission of a new panel. The panel shall contain the names of proposed arbitrators from the Midwestern area of the United States, provided that they are members of the National Academy of Arbitrators who reside within the State of Michigan or within 250 miles of the City of East Lansing. Upon receipt of a satisfactory panel, the parties shall promptly meet and select an arbitrator for the panel by each alternately striking names therefrom, until only one name remains.

2. The arbitrator shall limit their 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 issues 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 this Agreement;

3. 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.

4. The arbitrator shall not consider any evidence that is not submitted by either party at the arbitration hearing in making their decision.

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

6. The grievance submitted to AAA/FMCS 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 their 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 expenses of the arbitrator shall be shared equally by the parties. The aggrieved and their local representative shall not lose pay for time off the job while attending the arbitration proceeding.

24.4 Election of Remedies. The Union agrees that it will pursue but one remedy on behalf of an employee(s) provided that the forum in which relief is sought, whether it be through arbitration or court proceedings, results in a determination of the controversy on its merits, and provided that it is understood that this provision does not interfere with the right of the aggrieved employee(s) to pursue whatever statutory or individual rights he may have on an individual, independent basis.

24.5 Definition of Days. In computing time limits, it is understood that days refers to calendar days, but holidays (as established by this agreement) shall be excluded.

ARTICLE 25

PROMOTIONS AND TRANSFERS

25.1 It is the policy of the City to fill vacancies within the bargaining unit whenever possible by promotion from within. It is sometimes necessary or desirable to employ persons from outside the city staff for positions that require special experience or skills.

For the purpose of selecting a Parking and Code Enforcement Supervisor, the following procedure shall be used:

1. Applicants must have either completed four (4) years continuous Parking Enforcement service at the East Lansing Police Department or possess other relevant work experiences that exhibits supervisory knowledge, skill, and ability needed to perform the duties of the position.
2. Applicants must submit their resume, a cover letter, and application to the Chief of Police outlining their education, work experience(s), and any special qualifications relevant to the position being sought.
3. An oral board shall be conducted by the Chief or their designee, a member of the City's Human Resources Department, a police supervisor at or above the rank of Lieutenant, and an East Lansing civilian community member.
Final selections shall be made by the Chief based on the application letter, oral interview and applicant's past work history with the Department. Final selections are non-grievable.
4. Final selections shall be made by the Chief based on the resume, cover letter, oral board and the applicant's past work history with the Department. Final selections are non-grievable.

25.2 Transfer Within the Bargaining Unit. In the event a full-time, non-supervisory position within the bargaining unit becomes vacant or available, the City shall first post the vacancy and take applications exclusively from non-probationary bargaining unit employees. If, within ten (10) calendar days of the date of the posting, the City receives no applications from eligible and

qualified employees within the bargaining unit to fill the vacancy, the City may then consider applicants from outside the bargaining unit. The Union hereby agrees that any determination made by the City as to the qualification of any applicant is not subject to the grievance procedure.

ARTICLE 26

MISCELLANEOUS

26.1 Resignation. An employee who resigns from the City must submit a written resignation to the Chief of Police. The resignation should be submitted in sufficient time to allow for proper replacement. A minimum of two (2) weeks' notice is required. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this contract. Unless otherwise agreed to by the Chief, the two (2) week notice period shall not include vacation leave, personal leave or compensatory holiday leave.

26.2 Liability Coverage. The Employer will 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 27

UNIFORMS & EQUIPMENT

27.1 Non-Clerical Employees. The City will select, procure and issue uniforms giving the due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the employee to whom they are issued.

The City will arrange a suitable schedule for cleaning of shirts and trousers, as necessary, at City expense.

27.2 Vehicles. In the selection and procurement of vehicles and the equipment therein, due consideration shall be given to the safety of employees. The Employer agrees all vehicles will be

equipped with air conditioning.

27.3 Boot Allowance. The Employer will reimburse all Non-Clerical Employees 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 within thirty (30) days following the employee's submission of proof of purchase.

ARTICLE 28

UNION CONFERENCES

The City will grant a leave-of-absence to one (1) member of the bargaining unit for three (3) days to attend a Capitol City Labor Program meeting or training each calendar year.

ARTICLE 29

HUMANITARIAN CLAUSE

Subject to the terms and conditions of other collective bargaining agreements and applicable law, 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 are physically and mentally able to perform, whether in the bargaining unit or not.

The question of whether or not the City has made a good faith effort to place the individual in a vacant position that he is physically and mentally able to perform shall be the only issue 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.

ARTICLE 30

PERSONNEL FILES

An employee may examine and inspect their personnel file at times and under circumstances

mutually agreeable to the employee and the Employer. In no case will the employee abuse or the Union cause to be abused this right.

Unless otherwise provided by law, whenever a personnel record is placed in the employee's file reflecting a negative facet of the employee's performance, the employee shall be timely notified of the entry and content of such material.

After one (1) year the employee has the right to request removal of any negative items in the personnel file. Such removal shall be within the sole discretion of the Chief of Police.

Any entry removed from the employee's personnel file pursuant to this provision shall not be utilized or relied upon by the City for the purposes of progressive discipline.

Consistent with the "Bullard-Plawecki Employee Right to Know Act," an employee who disagrees with any personnel record contained within their personnel file shall be entitled to submit a written statement of response explaining the employee's position. The Employer shall attach the employee's statement to the personnel record placed in the employee's personnel file. The employee's statement shall also be included when the personnel record is divulged or disclosed upon the request of any third party.

In the event the Employer changes its policy regarding access (by others) to an employee's personnel record, the City will give the Union advance notice of such change and will meet with the Union regarding said change upon request.

ARTICLE 31

PART-TIME EMPLOYEES

31.1 Part-time employees as defined in Section 1.2 of this agreement are eligible for vacation leave, sick leave, holiday leave, funeral leave, overtime pay, worker's compensation, longevity pay, retirement, social security, court time, call-back pay, personal leave and, for parking enforcement officers, uniforms.

For purposes of determining benefits for part-time employees, a system of averaging the workweek shall be used to arrive at benefit hours. The benefit hours are arrived at by dividing the

average number of hours worked per week by forty (40). The average number of hours worked per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

Part-time employees are eligible for longevity payments. Part-time employees who subsequently acquire full-time status shall be given credit for their part-time service with the City in determining their full-time longevity. Such credit shall be equal to the average number of hours worked per week, divided by forty (40) hours, times the number of years worked.

31.2 Secondary Employment. Part-time employees shall have the right to engage in any activity, enterprise, or secondary employment that does not directly conflict with or impact their duties with the Employer. The nature of any conflict or impact will be determined by Department policy. Written requests for secondary employment shall be directed to the Chief of Police and shall not be unreasonably denied.

ARTICLE 32

EDUCATION & LICENSING PROVISIONS

32.1 Education Assistance Program. The City will contribute up to Five Thousand (\$5,000) dollars annually in total to the bargaining unit on a first come-first served basis.

I. Eligibility. All full-time and part-time bargaining unit employees who have completed a minimum of one (1) 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 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 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.

A. Reimbursement. Reimbursement covers actual costs of tuition and registration fees only and is limited to a maximum of six (6) credit per semester or four (4) 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 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.

32.2 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 their current position.

ARTICLE 33

EMPLOYEE PARKING

The City shall provide free parking to employees within a reasonable walking distance from City Hall during an employee's hours of work.

ARTICLE 34

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.

ARTICLE 35

DISCIPLINE & INTERNAL INVESTIGATIONS

35.1 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 employees 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 employee who is under investigation or is otherwise implicated in any such activity.

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

35.3 Internal Investigations. Internal investigations shall be conducted by East Lansing Police Department supervisory personnel and/or the City Human Resources Department. All investigations shall be concluded within ninety (90) calendar days of the date on which an employee was notified of the potential for disciplinary action as outlined in 34.5 of this Agreement. This time period will be extended for the duration of any ongoing criminal investigation into the subject matter of discipline. All recommendations and/or conclusions regarding internal investigations shall be by supervisory personnel and approved by the Chief of Police or their Department designee.

35.4 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, represent them at each and all levels of disciplinary proceedings.

35.5 Notice. Except where notification would jeopardize an investigation, employees shall be notified in writing (to include email) by the Human Resources Department, Chief of Police, or their designee within fourteen (14) calendar days of the date of any occurrence for which the City 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 a complaint was filed by a citizen or an internal person. 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 and, to the extent known, not the focus of the investigation. The City will not be found to have violated this section where a good faith effort was made to provide notice to an employee who was otherwise unavailable. Employees shall also receive written notice of the disposition of completed investigations.

35.6 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 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.

35.7 Prior Discipline. Discipline that did not result in suspension or discharge, may not be considered by the Employer for the purpose of progressive discipline after two (2) years from the date of the discipline.

35.8 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).

35.9 Social Worker Confidentiality. Due to an ethical obligation to confidentiality, the Employer recognizes that Social Workers may occasionally be prohibited from disclosing to non-social workers information obtained while performing their professional duties. Any Social Worker who is unable to share or provide certain confidential information, as is required to abide by their professional responsibilities, will not be subject to discipline, threats, or retaliation from the City or its employees.

ARTICLE 36

CORRECTIVE ACTION

36.1 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 37

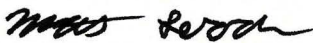
TERMINATION OF AGREEMENT

The agreement shall remain in full force and effect until 11:59 p.m., June 30, 2026, and for successive annual periods thereafter unless not more than one hundred twenty (120), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter either party shall serve upon the other written notice that it desires termination, revision or modification, and such written notice shall have the effect of terminating this agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 7th day of January, 2025.

FOR THE UNION:

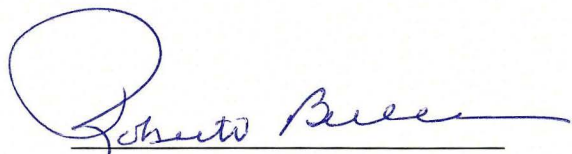


Matt Lerch, Division President

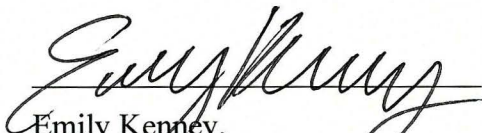


Bradley Richman, Executive Director

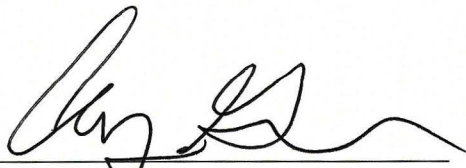
FOR THE CITY:



Robert Belleman, City Manager



Emily Kenney,
Human Resources Director



Amy Gordon, Interim City Clerk

CCLP Support Hourly Grades FY2025 - 7.1.24-6.30.25 - increase effective 1.7.25									
4%									
HIRED AFTER 7/1/2011									
STEP	1	2	3	4	5	6	7	8	
GRADE	AA	A	B	C	D	E	F	G	
	Start	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	
FP1	21.2997	22.1527	23.0182	23.9578	24.9219		25.9110		
(Secretary)	44,303.38	46,077.62	47,877.86	49,832.22	51,837.55		53,894.88		
FP2	20.6324	21.4605	22.3383	23.2158	24.1432		25.1087		
(Records/PACE Assist)	42,915.39	44,637.84	46,463.66	48,288.86	50,217.86		52,226.10		
FP3	16.4291	17.0968	17.7643	18.4936	19.2106		19.9894		
(Clerk/Typist)	34,172.53	35,561.34	36,949.74	38,466.69	39,958.05		41,577.95		
FP4	19.2819	20.0532	20.8553	21.6894	22.5570		23.4594		
(PACE Officer)	40,106.35	41,710.66	43,379.02	45,113.95	46,918.56		48,795.55		
FP5	16.7259	17.4181	18.0857	18.8274	19.5815		20.3602		
(Admin Clerk PT)	34,789.87	36,229.65	37,618.26	39,160.99	40,729.52		42,349.22		
FP6									
(Neighborhood Resource Specialist NRS)	20.1501	21.2997	22.4495	23.6116	24.7613		25.9110	27.0481	28.1978
	41,912.21	44,303.38	46,694.96	49,112.13	51,503.50		53,894.88	56,260.05	58,651.42
FP7	28.7795	30.4150	32.0259	33.6989	35.3468		37.0203	38.6180	40.2791
(Social Workers)	2,302.36	2,433.20	2,562.07	2,695.91	2,827.74		2,961.62	3,089.44	3,222.33
	59,861.36	63,263.20	66,613.82	70,093.66	73,521.24		77,002.12	80,325.44	83,780.58

CCLP Support Hourly Grades FY2026

3% wage increase effective July 1, 2025. If prior to December 31, 2025, City Council Adopts findings of the pending Segal Group Wage study, the parties agree there shall be a re-opener of the Agreement to collectively bargain over wages

APPENDIX B

FAMILY AND MEDICAL LEAVE POLICY

This policy has been developed to comply with the Family and Medical Leave Act of 1993, (FMLA) which was signed by president Clinton, and which has become **effective on August 5, 1993**, for non-union employees and on **February 5, 1994**, for union employees. The basic requirement of this law is to provide employees up to a total of 12 weeks of unpaid leave during any 12-month period at the time of the birth or placement of a child or at the time of a serious health condition affecting the employee, or a family member. This policy shall outline the conditions under which an employee may request an unpaid leave of absence, with job protection and no loss of accumulated service, provided the employee returns to work.

Effective Date: August 5, 1993 for non-union employees.
February 5, 1994 for union employees.

Who is Eligible? Any male or female employee who has worked at least 1250 hours during any previous 12 consecutive months, from the date the leave is requested **and** who have been employed with the City for not less than 12 months.

What events entitle an employee to leave?

Eligible employees are entitled to family leave in the following three situations:

- (1) When an employee is unable to perform the functions of his/her position because of a serious health condition.
- (2) The birth of a child, or placement of a child for adoption or foster care.
- (3) When the employee is needed to care for a child, spouse, or parent who has a serious health condition. A "son or daughter" would include a biological, adopted or foster child, a stepchild, a legal ward, or a child of an employee who has parental authority. The child must be under 18 years old, or 18 or older and incapable of self-care because of a mental or physical disability. A "spouse" is a husband or wife. A "parent" is an employee's biological parent or someone who had parental authority when the employee was under age 18. Adult-family household member, parents-in-law and children over the age of 18 who are not disabled, would be excluded.

A "**serious health condition**" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. Family leave is not intended to cover minor hospitalization and require only a brief recovery period.

Examples of serious health condition include, but are not limited to:

- heart conditions requiring heart bypass or valve operations,
- back conditions requiring extensive therapy or surgical procedures,
- severe respiratory conditions,
- appendicitis,
- emphysema,
- severe nervous disorders
- injuries caused by serious accidents

How much leave may be taken?

An eligible employee may take up to a maximum of 12 weeks of unpaid FMLA leave during any 12-month period. However, an employee must have exhausted all accumulated leave benefits before he/she would be eligible for this type of leave. The only exception would be in the case of the birth, adoption or placement of a child. The employee would have the option in this situation, to either use all accumulated leave benefits which would count towards the total 12 weeks of family leave that he/she is entitled to, or the employee may request that the 12 weeks be taken unpaid FMLA leave.

The maximum 12 weeks of FMLA leave can be taken continuously, or under certain circumstances, on a reduced leave schedule. It cannot be carried over from year to year. The actual leave entitlement shall depend on the employee's regular work schedule. For instance, full-time employee who work 5 days a week would be entitled to 60 days of leave every 12-month period and part-time employees who regularly work 3-day weeks would be entitled to 36 days of leave every 12-month period.

The 12-month period shall be on a rolling year basis. For example, an employee who takes 12 weeks of FMLA leave beginning on March 1 would not be entitled to any additional FMLA leave until the following March 1.

Can Two City employees married to each other take leave?

If an employee's spouse is also an employee of the City, then they are entitled to a total of 12 weeks of FMLA leave for the birth or adoption of a child, which they can split between them. They are not each separately entitled to 12 weeks of FMLA leave for these events. However, both would be entitled to the full 12 weeks of FMLA leave for their own illness, or for the caring of a sick child, spouse or parent.

Can an employee request intermittent leave or leave on a reduced schedule?

This type of leave is not available for the birth or placement of a child, but may be arranged with advance notice and appropriate certification, for the care of a family member with a serious health condition or for the employee's own serious health condition, when medically necessary.

What is the procedure for requesting leave and how much notice is required?

When the need for leave is based on an anticipated date of birth or placement of a child or the serious health condition of a spouse, child or parent, or of the employee, and the need for leave is foreseeable based on planned medical treatment, the employee must give at least **30 days' notice** before the date that the leave is to begin. If the date of treatment requires leave to begin in less than 30 days, the employee must provide notice as practicable.

An employee must complete the appropriate "Request for Family Leave Form", which is available through the Department of Personnel and Human Relations.

What certification is required to support a family leave request?

If the leave request is for the birth or placement of a child, the following information would be required:

- name, date of birth and social security number of the child (for birth or adoption of a child)
- letter from the adoption or foster care agency verifying the placement of a child in the employee's care (for adoption or foster care placement only)

Entitlement to FMLA leave expires 12 months after the birth or placement of a child. For example, if a child is born on March 1, the 12 weeks of FMLA leave must be taken by March 1 of the following year.

If the leave request is for the serious health condition of the employee or of his/her spouse, son, daughter, or parent, the request must be supported by medical certification, provided in advance or at the start of the leave, from the health care provider of the person with the condition.

This certification must include the following information:

- (1) the date on which the serious health condition began;
- (2) its probable duration;
- (3) the appropriate medical facts regarding the condition;
- (4) the reason the employee is needed to care for the family member, with an estimate of the amount of time that the care will require;
- (5) for purposes of an employee's own serious health condition, verification that the employee is unable to perform the functions of his/her job;
- (6) in the case of intermittent leave for planned medical treatment, the dates on which the treatment is expected to be given and the duration of each treatment;
- (7) in the case of certification for intermittent or reduced scheduled leave for an employee's own serious health condition, a statement of the medical necessity for an intermittent or reduced schedule leave and the schedule of the intermittent or reduced schedule leave; and
- (8) in the case of certification for intermittent or reduced scheduled leave for a family member, a statement that this type of leave is necessary for the care of the family member, and how it will assist in their recovery, and the expected duration and schedule of the intermittent or reduced scheduled leave.

Will any benefits accrue during an unpaid FLA. Leave?

An employee will not be entitled to accrue any seniority or leave time benefits during an unpaid FLA. Leave.

What position will the employee return to upon expiration of FLA. leave?

An employee will be restored to the position he/she held at the time the FLA. leave began, unless he/she is considered a “key” employee within the organization.

The City may deny reinstatement if necessary, to those salaried employees to report directly to the City Manager who are considered “key” employee and who are among the highest-paid 10% of the City’s workforce, in an effort to prevent “substantial and grievous economic injury to the City.

Notification to the employee of his/her status as a “key” employee will be provided by the City in response to the employee’s request to take FLA. leave. Additionally, the City will notify the employee as soon as a decision is made to deny reinstatement to explain the reasons for the decision and to offer the employee the right to return immediately to keep his/her job.

REQUEST FOR FAMILY LEAVE FORM

Employee Name _____ Department _____

I am requesting family leave for the following reason:

_____ Birth of a child, or placement of a child for adoption or foster care.

_____ My own "serious health condition". (Must also have your doctor complete a Medical Certification Form.)

_____ To provide care for a family member who has a "serious health condition". (Must also have your family member's doctor complete a Medical Certification Form.) Please check the family member for whom you will be providing care:

_____ Spouse (Name of Spouse _____)

_____ Child (Name of Child _____)
(Date of Birth) _____ / _____ / _____)

_____ Parent (Name of Parent _____)
(This must be your biological parent or someone who had parental authority for you when you were under age 18.)

I am requesting the following amount of leave time:

Number of weeks: _____ Do you wish to utilize your accumulated leave time benefits for this period? _____ Yes _____ No
(This option is only available if requesting leave for the birth or adoption of a child.)

Beginning Date of Leave: _____

Ending Date of Leave: _____

I understand that if my leave request is for my own serious health condition or to care for a family member who has a serious health condition, then I must first exhaust all of my accumulated leave time benefit before being eligible for an unpaid leave of absence not to exceed a total of 12 weeks.

Signature of Requesting Employee _____ Date _____

Signature of Department Head _____ Date _____

Signature of Personnel _____ Date Received _____

APPENDIX C
DRUG AND ALCOHOL POLICY

Effective Date

This policy shall become effective on July 1, 2005. This policy is not applicable to employees covered under the drug and alcohol testing policy promulgated under the Omnibus Workers Transportation Act.

General

Employees may not 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 regularly scheduled time the employee is to report to work and quitting time.

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

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

Reasonable Suspicion

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

All objective facts on hand at the time of the demand for testing which form the basis for the reasonable suspicion shall be disclosed to the employee and the Union at the time, and the employee shall, at the same time, be given the opportunity to explain his behavior, actions, and/or appearance. Upon request, the employee shall have the right to Union representation, provided that the procurement of such representation shall not unnecessarily delay testing.

The objective facts and reasonable inferences drawn from these facts shall be reduced to writing,

with a copy given to the employee and the Union, within 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.

Ramifications 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. If an employee refuses to sign the last chance agreement they will 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.

Fraternal Order of Police:
Support Services
Jose Estrada, President

City of East Lansing
George Lahanas,
Admin Services Director

Date

Date

LAST CHANCE AGREEMENT

IT IS AGREED between the City of East Lansing (“the City”), the Union (“the Union”) and ENTER EMPLOYEE (“the Employee”) as follows:

1. The Union and the Employee acknowledge and agree that the Employee failed a drug on ENTER DATE. The drug test established that the Employee engaged in the illegal use of a controlled substance under Michigan law. All parties agree that the illegal use of controlled substances is grounds for immediate termination. However, as the Employee is willing to agree to the terms specified in this agreement the City is willing to agree to the terms specified in this agreement the City is willing to reduce the termination to a disciplinary suspension. The Employee will be placed upon a ten (10) day disciplinary suspension from ENTER DATE through ENTER DATE. No grievance shall arise as a result of this disciplinary action.
2. The Employee agrees to participate in a recognized alcohol/substance abuse program including inpatient detoxification and continuing treatment as prescribed by the treating physician. The Employee agrees to authorize the Employer to receive any and all relevant medical information regarding the Employee’s treatment, attendance and evaluations during the term of this agreement. This includes documentation of the Employee’s continued attendance at weekly substance abuse meetings, if prescribed. The Employer agrees to provide this information on a regular basis and that the Employer is also authorized to secure such information directly from Employee’s medical providers. The Employee will report to ENTER TREATING FACILITY on ENTER DATE, in order to begin treatment.
3. For two (2) years from the date of signing the Employee shall be subjected to a drug test at a facility selected by the Employer on a random basis. Said test shall occur within twelve (12) hours of the Employee being so directed by the Employer with the results mailed directly to the Employer. Any applicable waivers or releases shall be completed by the Employee to permit the transmitting of medical information. In the event that any test is positive or the Employee does not submit to a test when ordered, the Employer shall be immediately discharged from his employment with the City, and no grievance shall arise therefrom.
4. The Employee and the Union understand and agree that this is his *last chance*, and that he will be immediately discharged if:
 - (a) He does not comply with every condition set forth above, or
 - (b) Any test(s) under Paragraph 3 above is positive for the presence of illegal/unauthorized use of drugs or alcohol.

APPENDIX C, continued

The Employee and the Union further understand and agree that no grievance will arise from the discharge of the Employee.

5. This Agreement constitutes the entire understanding and agreement of the parties as to the matters addressed above, and no other agreement as to these matters shall be binding in writing and signed by all the parties. This Agreement shall not constitute precedent for any other case involving any other employee(s).

6. This Agreement shall remain in full force and effect for a two (2) year period from the date of signing.

Dated this _____ day of _____, 200_.

CITY OF EAST LANSING:

UNION

By: _____

By: _____

Its: _____

Its: _____

EMPLOYEE:

APPENDIX D

Letter of Agreement

IT IS HEREBY AGREED by and between the **CITY OF EAST LANSING** (hereinafter referred to as “The CITY”) and the **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 health 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 decision, does not limit the ability of the remaining groups to continue with the collaborative process.
- 2) In order to retain this successful, collaborative process, the parties agree to the following: During any annual renewal process the Healthcare Task Force will comply with all State legislation regarding this issue, specifically but not limited to, Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act.
- 3) In the event that the parties are unable to agree to plan options that comply with State legislation within 60 days of the annual renewal period, the aforementioned healthcare re-opener shall immediately commence with both parties being free to make proposals, as well as being obligated to bargain over the health insurance issue.

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

CITY OF EAST LANSING

Union



Shelli Neumann
Human Resources Director

Matthew Lerch
President

Dated: 7-8-2022

Dated: 7-8-22

APPENDIX E

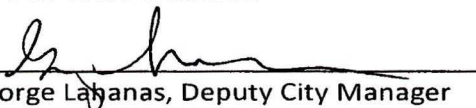
LETTER OF AGREEMENT

IT IS HEREBY AGREED by and between **THE CITY OF EAST LANSING** (hereinafter referred to as "the City") and **FOP: SUPPORT SERVICES** (hereinafter referred to as "the Union") as follows:

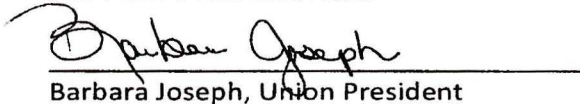
1. Mutually agreed upon changes were made to the contract, effective July 1, 2011, regarding eligible retirees' access to healthcare. The eligibility age for retirees, hired prior to July 1, 2005, who are eligible for healthcare at retirement, shall be age 58 for employee and spouse.
2. In addition to the new contract language, the following language was agreed upon to be included in a separate Letter of Agreement. In regards to access to healthcare upon retirement:
 - a. Effie Bond has access to healthcare at the age as defined in the collective bargaining agreement July 1, 2008 – June 30, 2011.
 - b. Sheryl Anderson has access to health care coverage at age 50 for employee, provided by the City, if no other options* available; health insurance for employee and spouse at age 55, provided by the City, if no other options available; coverage for employee and spouse at age 60 with no limitations.
 - c. Barbara Joseph has access to health care coverage from age 55- 58 for employee, provided by the City, if no other options* available; age 58 for employee and spouse with no limitations.
3. The employees and provisions noted above shall be free from bargaining regarding this specific issue as it relates to age eligibility, for a period of four (4) years, from July 1, 2011.
4. This agreement does not affect the named employees' MERS retirement plan in any way.
5. Employee-paid premium contributions in retirement, as established in the collective bargaining agreement, continue to be applicable in each of the situations listed above.

This letter is signed by the parties' authorized representatives on the 26th day of August, 2011.

CITY OF EAST LANSING


George Lapanas, Deputy City Manager

FOP: SUPPORT SERVICES


Barbara Joseph, Union President

*"other options" refers to health insurance available through other employment (active or retiree) of the employee or the spouse