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G R E E N V I L L E P O L I C E D E P A R T M E N T D I V I S I O N

Greenville

*City of Greenville
City Hall
411 S. Lafayette St
Greenville, Mich 48838*

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THIS AGREEMENT entered into as of this 1st day of July, 1974, by and between the City of Greenville, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Montcalm County Lodge No. 149, Greenville Police Department Division, hereinafter referred to as the "Lodge."

In consideration of the mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

I

RECOGNITION

Section 1. The Employer hereby recognizes the Lodge as the exclusive and sole bargaining representative for all employees of the Greenville Police Department employed as patrolman, sergeant, or dispatcher, but excluding supervisors and auxiliary policemen. All such persons are hereafter referred to as "employees".

Section 2. The Employer agrees not to bargain, in regard to the salaries, hours or working conditions of the members of this unit, with any labor organization other than the Lodge for the duration of this Agreement.

II.

EMPLOYER RIGHTS

Section 1. The Lodge recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs.

Section 2. The Employer hereby retains and reserves, solely and exclusively unto itself, all powers, rights, duties and responsibilities conferred upon and vested in it by its charter and the laws and Constitutions of the State of Michigan and the United States. Such rights, by way of illustration, but not of limitation, being partially set forth as follows:

(a) To manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered; the control of material, tools and equipment to be used; and the discontinuation of any materials or methods of operation which it deems necessary for the public good.

(b) To introduce new equipment, methods, procedures; change or eliminate existing equipment and methods; and to decide on material, supplies, equipment and tools to be purchased and used.

(c) To determine the type, number and location of all facilities, materials, equipment and installations.

(d) To hire, assign, transfer, promote, demote, discharge and discipline with just cause, and lay off employees in accordance with applicable state law and in accordance with this Agreement.

(e) To supervise and direct the work force, assign work, and determine the number of employees assigned to operations whenever and wherever the same shall be deemed necessary and proper.

(f) To establish, change, combine or discontinue job qualifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.

(g) To determine lunch, rest period, departmental meeting times and places, starting and quitting times, and the number of hours to be worked.

(h) To establish work schedules.

(i) All rights, functions, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the Employer.

(j) To determine the size of the work force and to increase or decrease the same; to abolish, restructure or consolidate the Department; to contract police work out in whole or in part, when necessary, subject only to the applicable terms of this Agreement.

(k) To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Employer, this is necessary for the conduct of municipal service.

(1) 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.

Section 3. Departmental rules will be reasonable and relate to the proper performance of the officers duties and will not be applied in a discriminatory manner. The Employer agrees to ^{LKW} notify, except in cases of emergency, the Lodge of any amendments to the personnel policy of the city of Greenville and the department regulations in advance of their effective date.

Section 4. The applicability of Sections 1 through 4 shall be limited only by the specific terms and conditions as hereafter provided for in this Agreement.

III.

LODGE RIGHTS

Section 1. General. The Employer will provide space within the police department for bulletin boards to be used by the Lodge for posting non-political notices of interest to its members. The Lodge will not use the bulletin boards for notices prejudicial to any city elected or administrative officials. The Lodge shall also use the bulletin boards for posting notices of Lodge activities, meetings, etc.

Lodge members' police department personnel files shall be kept under the direct control of the Clerk-Treasurer.

(a) The Employer will not allow anyone other than authorized persons to read, view, have a copy of or in any way peruse in whole or in part, a Lodge member's police personnel file.

(b) A member of the Lodge may by right view his own police personnel file as to its total content except background investigation reports, letters of recommendation and similar material obtained in confidence, upon written request to the Clerk-Treasurer.

(c) All police personnel files must be kept and maintained so as to secure privacy.

(d) It is understood by both parties that the City Manager and other authorized persons may review the police files.

The employer will not discriminate against any employee because of membership in the Lodge. Membership in the Lodge shall not be denied to any member of the bargaining unit.

Section 2. Lodge Security and Checkoff. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Lodge's monthly dues, subject to all of the following conditions:

(a) The Lodge shall obtain from each of its members a completed Checkoff Authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.

(b) Checkoff Authorization forms shall be filed with the Clerk-Treasurer who may return any incompleted or incorrectly completed form to the Lodge's treasurer, and no check off shall be made until the deficiency is corrected.

(c) All other employees covered under this Agreement who do not choose membership voluntarily in the Lodge shall, upon filing with the Clerk-Treasurer of an appropriate authorization signed by them, have deducted from their wages a percentage of the membership dues, which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Lodge as his fair share of the costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, State, National or other dues and assessments or other amounts for Lodge activities.

The fair share representation fee for non-Lodge members shall be that amount agreed upon by the local lodge members.

XRW
L.F.

(d) The Employer shall check off only those dues and fees which have come due at the time of checkoff, and will make a checkoff deduction only if the employee has enough pay due to cover such deductions, and will not be responsible for making any refund to the employee if he has duplicated a checkoff deduction by direct payment to the Lodge.

(e) The Employer's remittance will be deemed correct if the Lodge does not give notice, in writing, to the Clerk-Treasurer within two (2) weeks after a remittance is sent of its belief, with reasons stated therefor, that the remittance is incorrect.

(f) Any employee covered by the terms of this Agreement may join or terminate membership in the Lodge by giving written notice to the Clerk-Treasurer, and the amount owing the Lodge shall be reflected accordingly with the next payment from the employee to the Lodge.

(g) The Lodge shall provide at least thirty (30) days written notice to the Clerk-Treasurer of the amount of Lodge dues and/or representation fees or any charges therein to be deducted from the wages of employees as in accordance with this Section.

(h) The Lodge agrees to defend, indemnify and save the Employer harmless from and against any and all claims, suits or other forms of liability or expense arising out of its deduction from an employee's pay of Lodge dues or representation fees or in reliance on any list, notice, certification or authorization furnished under this Section, or arising out of the Employer's

compliance with the provisions of this Section. The Lodge assumes full responsibility for disposition of the deductions so made once they have been sent to the Lodge.

(i) The Lodge shall use the following Checkoff Authorization form as herein provided for:

FRATERNAL ORDER OF POLICE
LODGE #149
GREENVILLE DIVISION

I hereby request and authorize you to deduct from wages hereinafter earned by me while in the City of Greenville employ, my Lodge dues of \$ _____ per month, one-half the first payday and one-half the second payday of each month. The amount deducted shall be paid to the President of the Greenville Division, check made payable to Fraternal Order of Police, Lodge #149.

This authorization shall remain in effect until, by written notice to the employer, I request its revocation.

Department Last Name First Name Middle Initial

(Please Print)

Date Deduction
is to Start

Month Year

Signature

Address

City

State

IV.

LODGE REPRESENTATIVES

Section 1. Collective Bargaining Committee. The Employer agrees to recognize a committee of not more than three (3) representatives. These representatives shall be composed of two (2) members of the Lodge and one (1) non-lodge member, who shall be designated by the Lodge. The Lodge will furnish the Employer with a list of the Lodge's bargaining committee prior to the first bargaining session and substitute changes thereto, if necessary.

Section 2. Employees shall receive no pay or compensation of any type for the time spent in negotiations. The Employer will make all reasonable efforts to hold contract bargaining sessions at times when the committee members are not scheduled on duty or to rearrange the work schedule so as to have them off duty during such meetings. Time spent in such meeting shall not be considered as time worked.

Section 3. Employees within the bargaining unit may be represented by a Lodge representative for each work shift. The Lodge shall furnish the Employer with a list of such representatives' names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Lodge president to serve in the absence of the regular representatives.

Section 4. When requested by an employee, a Lodge representative may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He may be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and prior approval of his immediate

supervisor outside the bargaining unit, it being expressly understood that such activity shall in no way interfere with the operation of the Police Department or its personnel. When an employee presents his own grievance without intervention of a Lodge representative, the representative will be given an opportunity to be present.

V.

HOURS AND RATES OF PAY

Section 1. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled shift, excepting as excused by the Chief. Except as provided in Section 2 below, any time worked in excess of said eight (8) hours in one day or on a scheduled day off shall constitute overtime. Overtime shall be paid at one and one half times the employee's regular straight time rate. Overtime shall not be pyramided.

Section 2. Court Time. Officers subpoenaed or directed into court, including probate court and official hearings, for any length of time during off-duty hours, shall receive a minimum of two (2) hours call back at their straight time rate of pay.

Section 3. Call Back. The Employer agrees to pay a minimum of two (2) hours call back pay at one and one half times the employee's regular hourly rate of pay for those hours worked due to call back.

Section 3. Work Schedule. A shift schedule will be posted once every seven (7) weeks indicating the normal work day of every member of the department. The posted schedule may be changed by the Chief as may be required to meet the needs of the department.

VI.

PART TIME EMPLOYEES

Section 1. Part time employees are not eligible for insurance coverage, pensions, sick and accident insurance coverage, sick leave or vacations. They will receive holiday pay if they work on the holiday. However, part time employees who are regularly scheduled to work 10 or more shift days per 7 week cycle will be eligible for 3 sick leave and 3 vacation days per year.

VII.

INSURANCE AND PENSION

Section 1. Life Insurance. The Employer shall provide each officer with standard group life insurance coverage. Officers shall be insured in an amount equal to \$4,000 including double indemnity. The entire cost of the insurance shall be borne by the Employer.

Section 2. Health and Hospitalization. The Employer shall provide each officer and family with medical and hospitalization coverage equal to the standard MVF I program of Blue Cross-Blue Shield. The Employer will pay the entire cost of the employee's coverage and three fourths (3/4) of dependent's coverage.

The Employer reserves the right to substitute another carrier of this coverage; however, the fundamental provisions of the present coverage shall not be changed.

Section 3. Accident and Sickness Income. The Employer shall continue to provide the existing accident and sickness income insurance which shall be in addition to and in supplement of the sick leave benefits granted to each officer. Said insurance provides each officer with a benefit of \$40.00 per week for non occupational sickness and accident for a period of 26 weeks beginning with the first day of injury and the 8th day of illness. The benefits of this insurance do not cover sickness or accidents resulting from employment with another employer. The entire cost of this coverage shall be borne by the Employer. The terms of this policy shall control this section, and an officer drawing disability may be

required to return to work at a position where his disability will not impair his ability to perform.

Section 4. Liability Insurance. The Employer shall continue to furnish the existing liability insurance which shall be designed to protect the officers from personal liability for actions arising out of the course of their employment. Said policy is incorporated herein by reference, and the term of said policy shall control.

The Lodge agrees that the Employer is not a self-insurer and the liability of the Employer does not, in any event, extend beyond the terms of the policy.

Section 5. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform.

Section 6. Pension. The existing Employees Pension Plan shall be continued by the Employer for retirement at age 65.

Section 7. Improvements in Pension and Hospitalization. Any improvements or increases in benefits which occur in the city of Greenville in pension plans or hospitalization coverage programs during the term of this contract shall be automatically extended to the employees covered by this Agreement.

VIII

LEAVE DAYS

Section 1. Pass Days. Because officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer agrees to grant days off in lieu thereof and refers to these days as "pass days."

Section 2. Employees covered hereby earn fourteen pass days every forty-nine (49) days they are employed by the city.

Section 3. Employees covered hereby may change a pass day after the schedule has been posted if they receive permission from the Chief provided that overtime liability shall not be created because of such change in pass days.

Section 4. Pass days as herein provided for may be cancelled by the City for emergency purposes and be paid at one and one half times the employee's straight time rate of pay.

Section 5. Pass days shall be posted thirty (30) days in advance of the days to be taken and requested by the employee at least two (2) weeks prior to posting the work schedule.

Section 6. Personal Leave Days. Each employee covered hereby shall be allowed one (1) personal leave day per year to be used for purposes of attending to or caring for personal matters which cannot be handled during the employee's scheduled days off. Effective July 1, 1975, employees shall be entitled to two (2) personal leave days per year. Personal leave days shall be approved by the Chief before they are taken by the employees. *KPW*

Section 7. Sick Leave. Employees shall earn and be granted sick leave of absence under the following conditions and qualifications:

(a) Each full-time employee will accumulate sick leave with pay at the rate of one (1) working day each full month of employment.

(b) Sick leave credit shall be cumulative to a maximum of one hundred twenty (120) days. At the end of each year each employee will be paid 50% of all unused sick leave days accumulated that year over 120.

(c) An employee eligible for sick leave may use such leave upon approval of the Chief when it is established that the employee is incapacitated for the safe performance of duty because of illness or injury. An employee taking sick leave shall inform his immediate supervisor of the fact and reason therefor as soon as possible, and failure to do so within a reasonable time may be cause for denial of pay for the period of the absence.

(d) Upon retirement of an employee, all accumulated sick leave credits shall be paid at the rate of one-half (1/2) the annual pay based upon the previous January 1.

(e) Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical authorization may be required at the discretion of the Employer, for each absence, regardless of duration, if the Employer has reason to believe the employee is abusing the sick leave privilege. Falsification of the medical certificate for falsely stating the reasons for the absence shall constitute just cause for discipline up to and including dismissal.

(f) Before an employee absent from his duties for five (5) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists final resolution binding on both parties shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named. The report shall be in writing to the Employer and the Lodge. The cost of this report will be shared equally by the Employer and the Lodge.

Section 8. In addition to other rights contained herein to require physical examinations, the Employer may require each officer to take a physical examination by a physician selected by the Employer at least once each year. If required, the cost shall be assumed by the Employer. The Employer upon demand, may also require an officer to submit to a psychological or psychiatric examination, said cost to be assumed by the Employer. In the event of a dispute as to the mental abilities of an employee, provisions of subparagraph (f) above shall apply.

Section 9. Funeral Leave. Upon notice to the Chief, leave shall be given to attend the funeral or attend to and care for the personal matters when death occurs in the employee's immediate family according to the following schedule:

XRW
L.F.

Spouse, children, father, mother, sister,
brother, father-in-law, mother-in-law,
sister-in-law, brother-in-law - 3 days

Daughter-in-law, son-in-law, grandparents,
grandchildren, aunts, uncles - 1 day

If additional time is necessary over the days above provided for the death in the immediate family, it may be granted, with permission, and be charged to vacation or sick leave.

Section 10. Leave for Lodge Conferences and Conventions.

The Employer will grant leaves of absence without pay to Lodge members of the bargaining unit of the Greenville Police Department for the following functions:

- (a) One (1) man for two (2) days every other calendar year to attend F.O.P. national meetings.
- (b) One (1) man for three (3) days every year to attend the F.O.P. state of Michigan meetings.

IX.

VACATIONS

Section 1. All permanent full time employees shall be entitled to the following vacations with pay:

One-half (1/2) day for each full month worked during the first calendar year of employment.

Two (2) weeks (11 shift days) per year beginning with the second calendar year of employment.

Three (3) weeks (16 shift days) per year beginning with the eleventh calendar year of employment.

Four (4) weeks (21 shift days) per year beginning with the twenty first calendar year of employment.

Section 2. If any employee terminates employment prior to July 1st of the year, he is eligible for only 50% of his vacation for that year.

Section 3. An employee, with approval, may take his vacation at any time in the course of the year as long as it conforms with the requirements of the department. A vacation calendar shall be posted and each employee shall sign for his vacation.

Section 4. Vacation Basis. An employee will be paid for the vacation period on the basis of forty hours per week and eight hours per day at the employee's rate of pay at the time he takes his vacation. An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation.

RRW
LF

Section 5. Personal leave days may not be coupled with vacation leave.

Section 6. Educational Leave.

(a) If an officer desires to attend an institute of higher learning and enrolls in the law enforcement field, or a related field, he shall submit in writing to the Chief his preference for a shift in order to continue and attend classes. The employee will be given due consideration depending upon seniority and/or man power limitations with such a request.

(b) Any officer may, with thirty (30) days advance notice, take an educational leave for one (1) term or semester without pay or other fringe benefits but without loss of seniority, provided the officer signs a letter of understanding to remain in the employ of the city of Greenville for one year from the date he returns from his educational leave.

(c) Effective July 1, 1975 educational bonuses for college credits in the Police Sciences shall be paid as follows:

30 hours	1% of annual wage
60 hours	2% of annual wage
90 hours	3% of annual wage
AB Degree in Police Sciences	4% of annual wage

X.

HOLIDAYS

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

1/2 day New Year's Eve

1/2 day Good Friday

New Years's Day

Independence Day

Memorial Day

Thanksgiving Day

Labor Day

1/2 day Christmas Eve

Christmas Day

Section 2, All full time employees who are employed on the designated holidays shall receive eight (8) or four (4) hours pay for such holidays, such amount to be paid on or about December 1 following the holidays.

XI.

SENIORITY

Section 1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular rank. Seniority shall continue to accumulate during all approved leaves of absence. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

Section 2. Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without regard to this Agreement. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed three (3) months, by giving written notice and reasons therefore to the employee and the Lodge. *RAW RJ*

Section 3. Seniority Lists. The Employer shall maintain a roster of employees, arranged according to their seniority, showing name, rank, position, range and step and seniority date, and shall furnish a copy to the Lodge at the first of each year, or as soon as practical each year.

Section 4. Loss of Seniority. An employee's seniority with the city shall terminate for the following reasons:

- (a) He resigns or quits.
- (b) He is discharged or terminated.
- (c) He retires.
- (d) He has been on layoff for a period of time equal to his seniority at the time of his layoff for two (2) years, whichever is lesser.
- (e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for two (2) consecutive working days without notifying the Employer and providing a valid reason for failure to report, unless otherwise excused.

XII.

LAYOFF AND RECALL

Section 1. All reductions in the work force shall be accomplished in the following manner.

(a) No permanent or probationary employee shall be laid off from his position in the police department while any temporary employees are serving in the same position in the department.

(b) The first employee to be laid off shall be the employee with the least rank seniority in the rank affected, provided however, that the remaining senior employees must have the experience and ability to perform the required work. Where the affected employees have the same rank seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected rank shall be accomplished by the inverse order of rank seniority, provided however, that the remaining senior employees must have the experience and ability to perform the required work.

(c) Upon being laid off from his rank, an employee who so requests shall, in lieu of layoff, be demoted to a lower rank in the department, provided however, that he has greater seniority than the employee who he is to replace. Demotion shall be through those positions in which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in a position in which he has not previously held permanent status.

(d) Employees who are demoted in lieu of layoff shall initially be paid at the salary step in the range for the lower position to which he has been demoted which corresponds to his length of service.

(e) Exceptions to the foregoing may be made by the Employer in cases where the positions affected are funded by Federal and/or State monies. If a Federal or State funded position terminates, then the normal layoff and recall provisions of this Article shall apply.

Section 2. Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former rank in order of their rank seniority when the work force is to be increased, provided, that the employee has not lost his seniority.

Section 3. Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address.

Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be considered to have resigned and their names shall be removed from the seniority list.

XIII.

GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation or an alleged violation of the terms and provisions of this Agreement.

Section 2. All grievances shall be in writing and shall include: time; date; the alleged contractual violation that is the basis of the grievance; the facts that gave rise to the grievance; the remedy desired; and the signatures of the grievant and his Lodge representative.

Step 1. Grievances shall be presented promptly, and in all cases no later than 48 hours after the date the grievance occurred or 48 hours from the time the employee should reasonably have known he had grounds for grievance.

The grievance shall first be presented to the Chief.
or his designated representative *RRW XZ*
The Chief/shall acknowledge receipt of the grievance with his signature, and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his representative.

or his designated representative *RRW XZ*
The Chief/shall give his written answer within two (2) working days after receipt of the grievance.

Step 2. If the Chief's answer in Step 1 is unsatisfactory to the grievant, the grievant and the Lodge may, within three (3) days from receipt of the Chief's answer, appeal the matter or his designated representative. *RRW XZ* to the city manager. This appeal must be signed by the grievant and his Lodge representative.

or his designated representative *RRW LF*
The City Manager/shall, within ten (10) days of the receipt of this appeal, schedule a meeting to hear the dispute.

(This period shall not include Saturdays, Sundays or Holidays).

This meeting shall be with the Lodge bargaining committee, which shall, at the option of the Lodge include or not include, its non-Lodge member. The City Manager/shall give his written answer within three (3) days after the end of such meeting. *RRW LF*

or his designated representative *RRW LF*
Any decision rendered by the City Manager/that is satisfactory to the grievant, shall be final and binding upon the Lodge and upon all concerned and involved city officials, either elected or appointed, including but not limited to, the Chief, and any of his designated representatives.

Step 3. If the decision of the City Manager is unsatisfactory to the grievant, he may, with the approval of the Lodge, appeal the matter to arbitration.

Within 7 days from receipt of the decision of the City Manager, the parties shall request from the Employment Relations Commission, Department of Labor, State of Michigan, a panel of five qualified arbitrators. Upon receipt of this panel, the president of the Lodge/*or his designated representative* and the City Manager/shall alternately *RRW LF* strike names from this list, with the right of first strike being decided by the flip of a coin. After two names have been struck by each party, the one remaining will be the arbitrator. It shall be the responsibility of the Lodge to notify the Commission of the selection.

The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement

or the written rules or regulations of the department and his decision shall be limited to the application or interpretation of the above and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance.

The arbitrator shall render his decision in writing as soon after the hearing as possible and the fee and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties, including the Lodge, its members, and on the employee(s) involved, the City and its officials.

Section 3. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties. Saturdays, Sundays, and holidays shall not be counted for the purposes of submitting written grievances or answers. If a time limit is not met in the filing or appeal of a grievance to the next step by the Lodge, the grievance shall be considered settled on the basis of the decision set forth in the last completed step. If a time limit is not met in the answer of a grievance by the Employer, the Lodge may automatically refer the grievance to the next step.

Section 4. Grievance Form. The grievance form as provided for herein shall be used exclusively for the filing of grievances.

Section 5. Special Meetings. The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days after the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at special meetings.

G R I E V A N C E

Employee's Name: _____ Date: _____

Job Classification: _____

Alleged Provisions Violated: _____

Statement of Facts: _____

Proposed Solution: _____

Lodge Representative Signature Employee Signature

2. Receipt Date: _____

Recommendations: _____

Return Date: _____

Lodge Representative Signature Employee Signature

3. Receipt Date: _____

Recommendations: _____

Return Date: _____

Lodge Representative Signature Employee Signature

Receipt Date: _____

Recommendations: _____

Return Date: _____

Lodge Representative Signature

Employee Signature

5. Receipt Date: _____

Arbitrator Signature

Arbitration Award: _____

XIV.

EXPERIENCE AND PROMOTION

Section 1. Experience. On new employees, full credit may be given for previous satisfactory police experience in order to determine the individual employee's starting salary rate, provided such employee satisfactorily completes his probationary work period.

Section 2. Promotion. Notice of any vacancy in positions within the bargaining unit shall be given to the Division President. Employees interested in being considered for such position shall notify the City Manager and be interviewed by him or his designated representative.

XV.

UNIFORMS AND CLOTHING

Section 1. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the officer. The present practice with respect to furnishing and cleaning uniforms and equipment shall be continued.

XVI.

MISCELLANEOUS

Section 1. Mileage. Mileage allowance based on the following plan shall be allowed:

(a) All employees required to drive their own motor vehicles in the course of their employment with the department shall be paid at the current city rate. Mileage accumulations shall be figured on a monthly basis.

(b) Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination.

Section 2. Communications. All communication equipment shall be of standard quality and specifications and in good working order.

Section 3. Servicing Vehicles. Police vehicles shall be serviced, checked and maintained on a periodic basis. The officer shall check the vehicle's gas and oil daily. The officer shall promptly report early signs of vehicle malfunctioning. *LRW*

Section 4. New Job Classifications. When and if the City creates a new job classification within the bargaining unit, it shall set the rate of pay and advise the Lodge. If the Lodge disagrees with the rate of pay, it may file a written grievance with respect thereto. If, as a result, a different rate of pay is established it shall become effective as of the date the job classification was created.

Section 5. Dispatcher's Lunch Period. Dispatchers shall have a 20 minute paid lunch period to be taken on the premises.

XVII

NO STRIKE

Section 1. Strikes and Illegal Activity. The Lodge recognizes that cessation or interruption of services by officers as defined in Section 1 of Public Act 336 of 1947, state of Michigan, as amended, is contrary to the law and public policy. Accordingly, the Lodge and the employees agreed that they will not direct, instigate, participate in, encourage or support any cessation, interruption or interference of services by any officer or group of officers. Any officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of participation may be the subject of a grievance.

Section 2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and they, therefore, further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement.

Section 3. Duration. This Agreement shall become effective July 1, 1974, and continue in effect until and including June 30, 1976, and shall continue for yearly periods

from year to year thereafter unless either party shall give to the other written notice of intention to terminate, modify or amend such contract at least ninety (90) days prior to the expiration date or yearly extended date.

All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement, except Appendix A (Wages), Hospitalization and Life Insurance which shall be subject to renegotiations pursuant to written notice given ninety (90) days prior to July 1, 1975.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 29th day of May, A.D. 1974.

IN THE PRESENCE OF:

Lewis R. Williams

Joseph L. Wickertan

CITY OF GREENVILLE

BY Lloyd E. Walker

Its Mayor

BY Leo Foster, Jr.

Its City Clerk-Treasurer

FRATERNAL ORDER OF POLICE
MONTCALM COUNTY LODGE NO. 149
GREENVILLE POLICE DEPT. DIVISION

BY Lewis R. Williams

Its Division Pres.

BY Joseph L. Wickertan

Its F. O. P. Rep.

Leo Foster, Jr.

Charles O. Bear

Appendix A (Wages)

<u>Patrolman</u>	<u>Sergeant</u>	<u>Dispatcher</u>	<u>Part Time Dispatcher</u>
Start 8300	10,378	Start 5800	2.79 per hour
1 year 9102		6 mo. 6061	2.91 per hour
2 years 9429		1 year 6400	3.09 per hour
3 years 9701			
4 years 10,000			

Chief Dispatcher

7,000

Part time employees shall advance on the salary schedule when they have worked an equivalent number of hours to the full time employee.

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made as of July 1, 1975, by and between the CITY OF GREENVILLE and the FRATERNAL ORDER OF POLICE, MONTCALM COUNTY LODGE NO. 149, GREENVILLE POLICE DEPARTMENT DIVISION.

The parties have negotiated pursuant to the renegotiation provisions of Section 3 of Article XVII of their Agreement dated May 29, 1974, and as a result have agreed that effective July 1, 1975:

1. The life insurance benefits shall be increased to \$8,000.
2. The City will pay the entire cost of the existing medical and hospitalization insurance.
3. Appendix A shall be changed to read as follows:

	<u>Patrolman</u>	<u>Sergeant</u>	<u>Dispatcher</u>	<u>Part-Time Dispatcher</u>
Start	\$ 9,006	\$11,393	\$ 6,293	\$3.03 per hour
1st year	\$ 9,876	6 mos.	\$ 6,576	\$3.16 per hour
2nd year	\$10,230	1 year	\$ 6,944	\$3.34 per hour
3rd year	\$10,526			
4th year	\$10,850			

4. The position of Chief Dispatcher shall be eliminated from the bargaining unit.

5. Except as above modified, the Agreement dated May 29, 1974, shall remain in effect to and including June 30, 1976, according to its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on July 10, 1975.

CITY OF GREENVILLE

By Lloyd E. Walker

Its Mayor

And Leo Foster, Jr.

Its City Clerk

FRATERNAL ORDER OF POLICE, MONTCALM
COUNTY LODGE NO. 149, GREENVILLE
POLICE DEPARTMENT DIVISION

By Lewis E. Smith

And Joseph L. Wickham

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Greenville. City of

*City of Greenville
1017 Hill
411 S. Lafayette St.
Greenville, N.C. 28838*