

6/30/90

AGREEMENT

BETWEEN

THE CITY OF GREENVILLE

AND

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

Greenville, City of

July 1, 1986 - June 30, 1990

Michigan State University
LABOR AND INDUSTRIAL
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LETTER OF UNDERSTANDING NO. 1
WILLIAMS BRIDGE, BRITISH COLUMBIA

LETTER OF UNDERSTANDING NO. 2
SPEWING BRIDGE, BRITISH COLUMBIA

LETTER OF UNDERSTANDING NO. 3
CHANDLER BRIDGE, BRITISH COLUMBIA

LETTER OF UNDERSTANDING NO. 4
PUB. BRIDGE, BRITISH COLUMBIA

LETTER OF UNDERSTANDING NO. 5
SPECIAL BRIDGE, BRITISH COLUMBIA

THIS AGREEMENT is entered this _____ day of _____, 1987. This Agreement is for the time period from July 1, 1986 through June 30, 1990. This Agreement is between the City of Greenville, a Michigan Municipal Corporation, 411 South Lafayette Street, referred to as the "Employer" or "City", and the Fraternal Order of Police, Montcalm County Lodge No. 149, Greenville Public Safety Department Division, hereinafter referred to as the "Union."

ARTICLE I

PURPOSE AND DEFINITION

Section 1. Purpose. The general purpose of this Agreement is to set forth the wages, hours, working conditions and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the City, the Employees, and the Union. Recognizing that the safety and well-being of the City residents are of paramount concern of all employees of the Department of Public Safety, the City and the Union, for and in consideration of mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Section 2. Definitions. "City" shall include the elected or appointed representative of the City of Greenville, Michigan.

"Union" shall include the officers or representatives of the Union.

"Day" shall mean a normal tour of duty unless otherwise specified. For the Fire Operations Division a normal tour of duty shall constitute a twenty-four (24) hour shift of duty. For all other divisions a normal tour of duty shall constitute an eight and one-half (8 1/2) hour shift of duty, except that part-time dispatcher(s) and downtown foot patrol officer(s) shall have a normal tour of duty of eight (8) hour shifts.

"Public Safety Officer" shall mean the job classifications described in the attached Letter of Understanding No. 1 regarding Public Safety Officer I, II and III in all Divisions

Whenever the singular number is used, it shall include the plural.

ARTICLE II

RECOGNITION

Section 1. Recognition. The Employer hereby recognizes the Union as the exclusive and sole bargaining representative for all employees of the Greenville Public

Safety Department employed as Patrol Officer, Patrol Officer-PSO I, Patrol Officer-PSO II, Patrol Officer-PSO III, Fire Fighter, Fire Fighter-PSO I, Fire Fighter-PSO II, Fire Fighter-PSO III, Corporal, Sergeant, Dispatch Coordinator, Dispatcher and Part-time Dispatcher, but excluding Supervisors, the Director of Public Safety, Assistant Chief of Police Operations, Assistant Chief of Fire Operations, Assistant Chief of Administrative Operations, the Administrative Secretary, Auxiliary Patrol Officers, Volunteer Fire Fighters, Meter Attendants, School Crossing Guards and Part-time Patrol Officers who are not regularly scheduled to work thirteen (13) or more shift days per nine (9) week cycle (or its equivalent). All such persons are hereafter referred to as "employees."

Section 2. Exclusive Representation. 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 Union for the duration of this Agreement.

Section 3. Auxiliary Patrol Officers. The City reserves the right to hire and utilize Auxiliary Patrol Officers. The City may make use of Auxiliary Patrol Officers; however, the Auxiliary Patrol Officers shall not be used in the capacity where job responsibilities mandate

certification under state law or for the purpose of replacing employees who are within the bargaining unit.

Section 4. Volunteer Fire Fighters. The Employer agrees it will not utilize Volunteer Fire Fighters on a regular twenty-four (24) hour shift in the Fire Division if a full-time employee in the Division is on layoff. The Employer reserves the right to continue using volunteers in all other circumstances.

ARTICLE III

EMPLOYER RIGHTS

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

als, 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 materials, supplies, equipment and tools to be purchased and used, the cost thereof to be the responsibility of the Employer.

(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. It is, however, agreed that if hours are to be reduced, it shall be done by lay off rather than a general reduction of the work week.

(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 Union 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 work out in whole or in part when an immediate and unforeseen emergency places demands on the Department which exceed the available manpower; all other subcontracting shall be subject to collective bargaining.

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

(l) 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 2. Departmental Rules. Departmental

Rules and Policy Statements will be reasonable and relate to the proper performance of the officers' duties and will not be applied in a discriminatory manner. Training Bulletins are issued for purposes of information and education and shall not have the status of Rules and Regulations which subject an officer to disciplinary action upon violation. The Employer agrees to notify, except in cases of emergency, the Union of any amendments to the personnel and/or operational policies of the City of Greenville and the Department regulations two weeks in advance of their effective date.

Section 3. Applicability. The applicability of Sections 1 through 3 shall be limited only by the specific terms and conditions as hereafter provided for in this Agreement.

ARTICLE IV

UNION RIGHTS

Section 1. Bulletin Boards. The Employer will provide space within the Department for bulletin boards to be used by the Union for posting non-political notices of interest to its members. The union will not use the bulletin boards for notices prejudicial to any City-elected or administrative officials. The Union shall also use the bulletin boards for posting notices of Union activities,

meetings, etc. The material posted shall be controlled by the Union.

Section 2. Personnel Files. Employees' personnel files shall be kept under the direct control of the Director of Public Safety.

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

(b) An employee may by right view his own personnel file as to its total content except background investigation reports, letters of recommendation and similar materials obtained in confidence. An employee desiring to view his personnel file shall request to do so in writing to the Director of Public Safety.

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

(d) All notices of reprimand given to an employee shall indicate whether a copy is to be added to his personnel file. An employee may, whenever he feels the time is appropriate, request the removal of such notice from his file. Such notice shall either be removed or the employee be notified in writing of the reasons why it is not removed. If the employee does not find such reasons satisfactory, the matter may be taken up with the City Manager. If the matter

is not then resolved it may be filed at Step 3 of the grievance procedure and the Arbitrator shall determine whether the refusal to remove was reasonable under the circumstances.

Section 3. Concerted Activities. Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. Any individual employee at any time may present grievances to his Employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of the Agreement then in effect, provided that the bargaining representative has been given the opportunity to be present at such adjustment.

Section 4. Dues Deductions. The Employer agrees to deduct the Union's monthly dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, subject to all of the following subsections:

(a) The Union 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 Union's treasurer, and no checkoff shall be made until the deficiency is corrected.

(c) All other employees covered under this Agreement who do not choose membership voluntarily in the Union shall, upon filing with the Clerk-Treasurer an appropriate authorization signed by them, have deducted from their wages a service fee equivalent to the amount of dues uniformly required of members of the bargaining agent, which sum shall accurately represent the amount for said employee due the Union as his fair share of the costs attributable to negotiating the terms of this Agreement. Said sum shall not include, by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for Union activities.

(d) The Employer shall checkoff 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. The Employer will

not be responsible for making any refund to an employee if he has duplicated a checkoff deduction by direct payment to the Union.

(e) The Employer's remittance will be deemed correct if the Union 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 Union by giving written notice to the Clerk-Treasurer, and the amount owing the Union shall be reflected accordingly with the next payment from the employee to the Union.

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

(h) The Union 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 Union dues or representation fees or in reliance on any list, notice, certification or authorization furnished under this Article,

or arising out of the Employer's compliance with the provisions of this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

..(i) The Union shall use the following Checkoff Authorization Form:

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 Union 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 Middle Initial

(Please print)

Date deduction is
to start

Month Year

Signature

Address

City

State

ARTICLE V

UNION REPRESENTATIVES

Section 1. Collective Bargaining Committee. The Employer agrees to recognize a committee of not more than five (5) representatives. These representatives shall be composed of four (4) members of the Union and one (1) non-Union member who shall be designated by the Union. The four Union members shall include representation from police operations and fire operations. The Union will furnish the Employer with a list of the Union's bargaining committee prior to the first bargaining session and substitute changes thereto, if necessary.

Section 2. Negotiations. 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 meetings shall not be considered as time worked.

Section 3. Representatives. Employees within the bargaining unit may be represented by the Union President or his designated representative. The Union shall

furnish the Employer with a list of such representatives' names and shall keep the list current at all times.

Section 4. Grievance Investigation. When requested by an employee, the Union President or, in his absence, his designated alternate, may investigate any alleged or actual grievance 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 Public Safety Department or its personnel.

ARTICLE VI

HOURS AND RATES OF PAY

Section 1. Work Schedules. The hours for all employees excluding those within the Fire Operations Division shall be the present nine (9) week cycle during which employees rotate shifts and the employees are scheduled to work six (6) eight and one-half (8-1/2) hour days and be off duty for three (3) days. Within the Fire Operations Division the hours of a work day shall remain at twenty-four (24) hours on duty and forty-eight (48) hours off duty. The hours of a work day for part-time dispatcher and downtown foot patrol officer shall remain eight (8) hour shifts.

Section 2. Overtime. Any time worked in excess of the work day described in Section 1 or on a scheduled day off shall constitute overtime and shall be compensated at the rate of time and one-half (1-1/2) the said employee's hourly rate of pay. Nothing contained herein shall prohibit the employee from electing to accept, or the City from granting, compensatory time off in lieu of overtime pay at the option of the employee. No employee shall be entitled to accumulate more than eighty (80) hours of such compensatory time without approval of the Director of Public Safety. An employee who elects compensatory time off, in lieu of overtime, shall receive such time off at the rate of time and one-half (1-1/2) for each hour of overtime worked.

Section 3. Rate of Pay. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular straight time rate. Overtime shall not be pyramided. The employees covered by this contract shall be compensated per Appendix A attached hereto.

Section 4. Court Time. Employees subpoenaed or directed by the Employer 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 one and one-half (1-1/2) times their regular straight time rate of pay.

Section 5. Call Back. The Employer agrees to pay a minimum of two (2) hours call back pay at one and one-half (1-1/2) times the employee's regular hourly rate of pay for those hours worked due to call back.

Section 6. Departmental Meetings. Departmental meetings shall not be subject to the two-hour minimum pay requirement under Section 5 above.

Section 7. Work Schedule. A shift schedule will be posted once every nine (9) weeks indicating the normal work day of every member of the Department, except within the Fire Operations Division where a three (3) week advance posting will be adequate. The posted schedule may be changed by the Director of Public Safety as may be required to meet the needs of the Department.

Section 8. Starting Times. Within all Divisions except the Fire Operations Division, the normal shift starting times will be 12:00 midnight, 8:00 a.m. and 4:00 p.m., provided that at the time the shifts are rotated, the second officer on the shift may be scheduled to begin his shift between 11:30 p.m. and 1:00 a.m., 7:00 a.m. and 9:00 a.m., and 3:00 p.m. and 5:00 p.m., respectively, which starting time may be changed (within the above-mentioned hours), on forty-eight (48) hours advance notice. Within the Fire Operations Division the normal shift starting time

will be 8:00 a.m. with the shift concluding at the end of a normal tour of duty.

Section 9. Working Out of Classification.

Employees shall receive Sergeant's pay for any time that an employee works in the capacity of a Shift Sergeant.

Section 10. Educational Bonus.

(a) Educational bonuses for credits from an accredited college in criminal justice or fire science shall be paid to Patrol Officers or Fire Fighters as follows:

30 semester hours or equivalent	1% of annual wage
60 semester hours or equivalent	2% of annual wage
90 semester hours or equivalent	3% of annual wage

Bachelors Degree in Police Science	4% of annual wage
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(b) All Patrol Officers or Fire Fighters who have attended any of the approved courses shall be paid a bonus as follows:

Completion of a Basic E.M.T. course shall receive one (1%) percent of his annual wage added to annual wage.

Completion of an Advanced E.M.T. course shall receive one and one-half (1-1/2%) percent of his annual wage added to annual wage.

ARTICLE VII

PART-TIME EMPLOYEES

Section 1. Part-time Employee Benefits. Part-

time employees shall be entitled to receive the fringe

benefits pro-rated by their hours worked. Part-time employees shall:

(a) Be paid for all hours worked at the regular rate of a full-time employee in that classification.

(b) Receive overtime at the rate of time and one-half (1-1/2) on the same basis as full-time employees.

(c) Receive holiday pay and time and one-half (1-1/2) for all hours worked on a holiday listed herein.

(d) Receive life insurance at the amount equal to Ten Thousand (\$10,000) Dollars with double indemnity.

(e) Receive shift differential for all hours worked on the second and third shift.

(f) Receive worker's compensation benefits as provided herein.

(g) Receive jury duty pay, call back, and court time compensation as provided herein.

(h) Receive and be eligible for all leave provisions of this Agreement such as disability leave, maternity leave, military leave and leave without pay.

(i) Receive sick leave, vacation leave, and personal days on a pro-rata basis in accord with their seniority by their hours worked.

(j) Be eligible to enroll and participate in the City's deferred compensation plan through the International City Manager Association.

ARTICLE VIII
INSURANCE & PENSION

Section 1. Life Insurance. The Employer shall provide each eligible full-time employee with standard group life insurance coverage. Each full-time employee shall be insured in an amount equal to Fifteen Thousand (\$15,000) Dollars, including double indemnity.

Section 2. Health and Hospitalization. The City shall pay the entire cost of premium or premiums for hospitalization and major medical coverage under a policy to be selected by the City Council for the City of Greenville for each member of the bargaining unit and their families. If a different hospitalization plan is utilized by the City, the coverage must be equal to or better than the coverage provided by the current plan.

Beginning July 1, 1986, an employee who has attained a minimum of fifteen (15) years of service with the City and has attained age fifty-five (55), who receives a pension under the City of Greenville pension system, or retires from the City of Greenville, the City shall pay Three (\$3.00) Dollars per month for each year of employment with the City, toward the City's health and hospitalization program. This provision shall also apply to employees who are disabled. (Example: A has 25 years and is age 55.

City contributes \$3.00 x 25 years = \$75.00 per month toward hospitalization.) PROVIDED further, that an employee who meets the minimum requirements outlined above and is receiving, or can receive, health and hospitalization benefits from his/her spouse, shall not be paid any monies toward the City's health and hospitalization program during such times, that said spouse is or could be eligible, or said employee is or could be eligible.

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 employee. Said insurance provides each employee with a benefit of Forty (\$40.00) Dollars per week for non-occupational sickness and accident for a period of twenty-six (26) weeks beginning with the ninth (9th) week of injury or illness. The benefits of this insurance do not cover sickness or accidents resulting from employment with another employer. The terms of this policy shall control this section, and an employee 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

as of this date which shall be designed to protect employees from personal liability for actions arising out of the course of their employment for actions performed within the scope of their official duties. Said policy is incorporated herein by reference, and the terms of said policy shall control.

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. All members of the bargaining unit shall continue to be covered under the existing retirement provisions providing for retirement benefits at age sixty-five (65), however, it is agreed that employees covered by this Agreement may, at age fifty-five (55) with twenty-five (25) years of employment, retire with full benefits and with no penalty or reduction for retirement at said age fifty-five (55) with twenty-five (25) years of service.

Effective September 1, 1986, the retirement plan shall be amended to two (2%) percent of the final-three-year average base pay multiplied by the number of years of

employment, excluding the first two (2) years of such employment. It is agreed and understood that participation in the retirement plan is mandatory for all eligible employees and that employee contributions shall be four (4%) percent of the employee's average base pay. It is further agreed and understood that all eligible employees in the bargaining unit shall be treated as though each and every one of them became a participant in the retirement plan two (2) years after the date of employment and that each shall be credited with accrual service commencing two (2) years after the date of employment for retirement plan benefits in the future. All employees in the future shall be required to participate upon their employment with the City.

EXAMPLES

(a) Employee A has a date of employment with the City of 9/19/71. Even though A has never been a participant or member of the retirement plan, he/she will have thirteen (13) years of credited service effective September 1, 1986. Employee A's date of birth is September 19, 1935. On September 19, 1990, A may retire and will have seventeen (17) years of accrual service. Assuming A's final-three-year average base pay is \$25,000. Employee A's annual pension will be determined by $2\% (.02) \times \$25,000 = \500 ; $\$500 \times 17$ years of accrual service = \$8,500 retirement allowance annually.

(b) Employee B has a date of employment of November 15, 1962. Employee B has never been a member of the retirement plan. Effective September 1, 1986, B will be credited with twenty-two (22) years of service. Employee B's date of birth is November 15, 1931. On November 5, 1989, B will have twenty-five (25) years of accrual service and will be in excess of age fifty-five (55). Assuming B's final-

three-year average base pay is \$28,000, B's annual pension will be determined by 2% (.02) x \$28,000 = \$560; \$560 x 25 years = \$14,000 retirement allowance per year.

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.

Section 8. Physical Examinations. The Employer agrees to pay for a complete physical examination for each employee in the bargaining unit each year. For those part-time employees in the unit, the Employer agrees to pay one-half (1/2) of the cost of such examination. The Employer reserves the right to designate the doctor or clinic to make such examination. Before the examination the employee shall provide the Employer with a Medical Authorization Waiver form authorizing the doctor to send a written report concerning the examination to the City.

Section 9. Worker's Compensation. The City, in accordance with State law, provides "Worker's Compensation" if an employee is injured in the course of employment. An employee with accumulated sick leave who receives compensation under the Worker's Compensation Insurance, as provided by the City, shall receive for the duration of such compen-

sation only that portion of his regular salary which will, together with such compensation, equal his/her regular salary. An amount equal to the difference paid by the City between an employee's Worker's Compensation and his regular salary shall be deducted from the employee's accumulated sick leave in no less than one-half day (1/2) increments until said sick leave has been depleted. The City will no longer pay the difference between Worker's Compensation and the employee's salary once sick leave has been depleted. An employee's benefits will continue to accrue during the period of Worker's Compensation sick leave supplementation and for a maximum of nine months beyond the depletion of the employee's accumulated sick leave.

Section 10. Dental and Optical Reimbursement.

Effective January 1, 1990, and each year thereafter, the Employer will reimburse employees for proven dental and optical expenses (paid bill or cancelled check) not to exceed \$ _____ in any contract year for the employee, spouse, and children. In the event that an employee does not utilize his/her reimbursement of \$ _____ in any contract year (July 1 to June 30), said dental and optical reimbursement account shall be accumulative into the following contract year. Part-time employees shall be eligible for a minimum of fifty (50%) percent of the \$ _____ or the

greater amount in proportion to their hours worked. In the 1986 contract negotiations, the City and FOP were unable to agree as to the dollar amount. This issue will be submitted to Act 312 and the decision of the Arbitrator shall control the dollar amount.

ARTICLE IX

LEAVE DAYS

Section 1. Pass Days. Because employees 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. Pass Day Credits. Police Division and Dispatch employees covered hereby earn twenty-one (21) pass days every sixty-three (63) days they are employed by the City.

Section 3. Pass Day Scheduling. Employees who wish to change a pass day or a work shift after the schedule has been posted may do so upon twenty-four (24) hours advance notice to the Director of Public Safety, or, in his absence, the Assistant Chief or other authorized representative; employees who wish to change two (2) or more pass days or work shifts after the schedule has been posted may do so with permission from the Director of Public Safety, or, in

his absence, the Assistant Chief or other authorized representative; in either case, no overtime liability shall be created because of such change in pass days, nor shall any such change result in any employee working back to back shifts, nor shall any such changes extend into more than one pay period.

Section 4. Pass Day Cancellation. Pass days as herein provided for may be cancelled by the City for emergency purposes and be paid at one and one-half (1-1/2) times the employee's straight time rate of pay.

Section 5. Pass Day Posting. 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 full-time employee covered hereby shall be allowed two (2) personal leave days 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. Personal leave days shall be approved by the Director of Public Safety before they are taken by the employees.

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

Police Operations Division

(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 will accumulate to one hundred twenty (120) days. At the end of each calendar year, each employee shall be paid for fifty (50%) percent of all unused sick leave above the amount allowed to be accumulated by the employee. Upon death or retirement each employee shall receive pay for one hundred (100%) percent of the accumulated sick leave at his/her regular rate of pay.

(c) An employee eligible for sick leave may use such leave upon approval of the Director of Public Safety 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 the reason therefore 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) 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 or falsely stating the reasons for the absence shall constitute just cause for discipline up to and including dismissal.

(e) 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 Union. The cost of this report shall be shared equally by the Employer and the Union.

Fire Operations Division

(a) All members of the Fire Operations Division

shall be credited two-thirds ($2/3$) day per month sick leave accumulated to a maximum of sixty (60) days. Each employee shall receive sick leave coverage upon appointment to the Fire Operations Division.

(b) Seniority employees shall be compensated at one-half ($1/2$) their regular rate of pay for each sick leave day accumulated in excess of sixty (60) days.

(c) Members of the Fire Operations Division shall be charged sick leave as follows: If a member works less than eight (8) hours, one (1) shift day is charged; eight (8) hours, but less than sixteen (16) hours, two-thirds ($2/3$) shift day is charged; sixteen (16) hours, but less than twenty-four (24) hours, one-third ($1/3$) shift day is charged.

(d) Upon death or retirement each employee shall receive pay for one hundred (100%) percent of the accumulated sick leave at his regular rate of pay.

(e) Employees taking sick leave shall inform the Assistant Chief in charge of Fire Operations or in his absence, the shift supervisor, as soon as possible, but no later than two (2) hours before the start of his scheduled work day. If unable to do so, the Assistant Chief in charge of Fire Operations or the shift supervisor must be notified when able to do so.

(f) After two (2) consecutive work days, the Employer may require certification of illness by a physician.

(g) Employees who have used all accumulated sick leave may use earned vacation time.

Section 8. Medical and Psychological Exams. In addition to other rights contained herein to require physical examinations, the Employer may require all employees to take a physical examination by a physician selected by the Employer at least once a year. The Employer may also require individual employees to take a physical examination by a physician selected by the Employer at least once each year upon presentation in writing to the employee of the reason(s) for the request. If required, the cost shall be assumed by the Employer. The Employer, upon demand, may also require an employee to submit to a psychological or psychiatric examination upon presentation in writing to the employee of the reason(s) for the request, said cost to be assumed by the Employer. In the event of a dispute as to the mental or physical abilities of an employee, provisions of sub-paragraph (e) above pertaining to Police Operation Division personal sick leave shall apply.

Section 9. Funeral Leave.

Police Operations Division. Upon notice to the

Director of Public Safety, 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:

Spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law - Three (3) days.

Grandparents, grandchildren, aunts, uncles, nieces, nephews - One (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 from the Director of Public Safety or his designee and be charged to vacation or sick leave.

Fire Operations Division. Upon notice to the Director of Public Safety, four (4) continuous days shall be given to attend the funeral or attend to and care for the personal matters when death occurs in the employee's family.

Family is defined as: spouse, children, father, mother, sister, brother, daughter-in-law, son-in-law and grandchildren.

One shift day shall be given for father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles, nieces and nephews.

If additional time is necessary, it may be granted with permission of the Director of Public Safety or his designee and charged to vacation or sick leave.

Section 10. Leave for Union Conferences and Conventions. The Employer will grant leaves of absence without pay to members of the Greenville Public Safety Department bargaining unit for the following functions:

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

Section 11. Military Leave. Employees who are inducted into the Armed Forces of the United States shall be entitled to a leave of absence without pay for the period of service required by such original induction. If the employees meet the employment reinstatement requirements, the term of this original induction shall be included in the computation of their longevity benefits and term of employment, if applicable. Upon 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 one comparable to it providing that they made 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.

Employees who are active members of the National Guard or other military reserve force may be granted leave for training purposes for periods up to two (2) calendar weeks in any calendar year. The City will reimburse the difference between the military pay received, including all allowances, and the amount of regular wages, excluding overtime, that the employee would have earned while working for the City during said period provided:

- (a) That the employee requests, in writing, military leave and reimbursement for same;
- (b) That the request is endorsed by the Department Head and approved by the City Manager;
- (c) That acceptable evidence confirming the amount of military pay received for the period requested is presented to the City.

Section 12. Maternity Leave.

(a) Maternity leave may be granted to an employee who is pregnant and who does not wish to resign provided the employee applies for maternity leave in writing one month in advance of desired leave. Included with said application shall be a doctor's certification of the pregnancy, estimating the delivery date and providing an exact calendar date for the recommended start of leave.

(b) Employees granted maternity leave may be compensated for said sick leave commensurate with the amount of accrued payable sick leave time due the employee.

In the event the employee has not accumulated sufficient payable leave time proportionate to that required for the desired maternity leave, additional time off without sick leave pay may be provided at the discretion of the City Manager.

(c) No loss of seniority shall be suffered by an employee who is granted a maternity leave.

(d) An employee may be permitted to continue working if not in conflict with the date provided by her physician in paragraph (a) above as long as she is able to continue with the normal recurring duties of her job. This determination will be made by the Department Head.

(e) An employee's maternity leave shall terminate six (6) weeks post partum. An employee may return sooner upon written request accompanied by a written statement from her physician stating that she is able to return to the normal recurring duties of her job without restriction.

(f) Maternity leave may be extended at the discretion of both the City Manager and the Department Head for a period of up to thirty (30) calendar days upon prior written application accompanied by a written statement from the physician stating that the employee is unable to return to the normal recurring duties of her job without restriction.

(g) The employee must provide a written statement from the physician indicating that the employee is able to return to her job without restriction.

(h) An employee who fails to return to work at the termination of her maternity leave or after any extension thereof shall lose her seniority and her employment shall be terminated.

(i) The temporary employee hired or transferred to this position shall be notified one (1) week in advance of the date of return of the full-time employee.

Section 13. Leave Without Pay. Leave without pay may be granted by the Department Head subject to the approval of the City Manager. A written request must be provided by the employee at the earliest date possible preceding the date of leave, notifying the Department Head of the nature of the request.

Seniority and fringe benefits shall be frozen as of the start of such leave and will resume upon return to regular work duties.

Failure to report back to regular duties at the termination of any leave period constitutes voluntary resignation of the employee.

Section 14. Disability Leave. The parties agree that disability leave may be granted up to a maximum

of one year to employees with five (5) or more years of continuous service with the City. The City shall pay health and life insurance benefits during such leave of absence which shall begin with the last day worked on the City payroll.

Section 15. Educational Leave.

(a) If a Patrol Officer or Fire Fighter desires to attend an accredited institute of higher learning and enrolls in the criminal justice or fire science field, he shall submit in writing to the Director of Public Safety his preference for a shift in order to continue and attend classes. The employee will be given due consideration depending upon seniority and/or manpower limitations with such a request.

(b) Any Patrol Officer or Fire Fighter may, with thirty (30) days advance notice, take a job-related educational leave for one (1) term or semester without pay or other fringe benefits but without loss of seniority, provided the employee signs a letter of understanding to remain in the employ of the City of Greenville for one (1) year from the date he returns from his education leave.

ARTICLE X

VACATIONS

Section 1. Vacation Basis. An employee will be

paid for the vacation period at his 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.

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

Section 3. Vacation Time. Vacation time shall be charged against the employee's accumulated vacation in one-half (1/2) day increments.

Section 4. Personal Leave. Personal leave days may not be coupled with vacation leave.

Section 5. Vacation Use - Police Division. 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, provided, however, that employees eligible for two (2) weeks of vacation [twelve (12) shift days] shall use at least one (1) week [six (6) shift days] in a single block, and employees eligible for three (3) weeks of vacation [seventeen (17) shift days] shall use at least one (1) week [six (6) days] in a single block and five (5) days in two (2) periods of two (2) and three (3) days, respectively.

Section 6. Vacation Rates.

Police Operations Division. All permanent full-time employees shall be entitled to the following vacations with pay:

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

Twelve (12) shift days per year beginning with the second (2nd) calendar year of employment.

Fourteen (14) shift days per year beginning with the fifth (5th) calendar year of employment.

Nineteen (19) shift days per year beginning with the eleventh (11th) year of employment.

Twenty-four (24) shift days per year beginning with the twenty-first (21st) calendar year of employment.

Fire Operations Division. All permanent full-time employees shall be entitled to the following vacations with pay:

After one (1) year of service - six (6) 24-hour duty days per year.

After five (5) years of service - seven (7) 24-hour duty days per year.

After ten (10) years of service - nine (9) 24-hour duty days per year.

After fifteen (15) years of service - ten (10) 24-hour duty days per year.

After twenty (20) years of service - eleven (11) 24-hour duty days per year.

Section 7. Sick Leave. Accrual of vacation will not be interrupted while an employee is on sick leave under Article IX, Section 7.

ARTICLE XI

HOLIDAYS

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

New Year's Eve	Independence Day
New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Labor Day	Christmas Day
Good Friday	Employee's Birthday

Section 2. Holiday Use.

Police Operations Division. 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. Effective January 1, 1990, employees eligible for holiday pay (full-time and part-time) who work on the holidays recognized under this Agreement shall receive time and one half (1-1/2) times their straight time hourly rate for all hours worked, plus holiday pay of that employee's work day. (Example: An employee who works on a holiday who has a work day of eight (8) hours shall receive eight (8) hours holiday pay plus time and one half (1-1/2) for all hours worked. If the employee works eight (8) hours, the employee shall receive twenty (20) hours at his/her straight time hourly rate.)

Fire Operations Division.

(a) All members of the Division shall receive ten (10) hours of holiday pay for each designated holiday to be paid on the first pay in December. Effective January 1, 1990, all members of the Division shall receive twelve (12) hours of holiday pay for each designated holiday to be paid on the first pay in December.

(b) Each employee shall be entitled to be off on his birthday and shall be paid at his regular rate of pay.

(c) Each employee who, on his regular shift, works on Thanksgiving Day and/or Christmas Day shall receive overtime pay for eight (8) hours and regular pay for sixteen (16) hours.

ARTICLE XII

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. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular classification. Seniority shall continue to accumulate during all approved leaves of

absence except as specified otherwise herein. 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 Patrol Officers and Fire Fighters, whether or not at the PSO I, II, or III level, shall be considered probationary employees for a period of two (2) years, after which time their seniority shall be as of their last date of hire. All other new employees shall be considered probationary employees for a period of twelve (12) months after which time their seniority shall be as of their last date of hire. During the probationary 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. The City agrees to provide the required public safety training to new Patrol Officers and Fire Fighters during the probationary period; however, in the event that complete training cannot be provided during that time period, the parties may extend the employee's probationary period by mutual agreement.

Section 3. Seniority Lists. The Employer shall maintain a roster of employees, arranged according to their seniority, showing name, classification, position, range and step and seniority date, and shall furnish a copy to the

Union President 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/she resigns or quits;
- (b) He/she is discharged or terminated;
- (c) He/she retires;
- (d) He/she has been on layoff for a period of time equal to his seniority at the time of his/her layoff, or two (2) years, whichever is lesser; or
- (e) He/she 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.

ARTICLE XIII

LAYOFF AND RECALL

Section 1. Layoff. 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 Public Safety

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 classification seniority in the classification and Division affected provided, however, that the remaining senior employees must have the experience and ability to perform the required work. Where the employees have the same classification seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected classification shall be accomplished by the inverse order of classification 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/her classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the Division provided, however, that he/she has greater seniority than the employee whom he/she is to replace. Demotion shall be to those positions in the same Division that the employee is presently able to perform, provided that a probationary employee shall not displace an employee with seniority in a position in which he/she has not previously held permanent status.

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

(e) If permitted by law, exceptions to the foregoing may be made by the Employer in cases where the positions affected are funded by federal and/or state moneys. If a federal or state-funded position terminates, then the normal layoff and recall provisions of this Article shall apply.

(f) For purposes of layoff and recall only, all levels of Patrol Officer, including Patrol Officer - PSO I, II and III, shall be considered a single classification.

(g) For purposes of layoff and recall only, all levels of Fire Fighters, including Fire Fighter - PSO I, II and III, shall be considered a single classification.

(h) For purposes of layoff and recall only, employees in the Patrol Officer - PSO II and III classification and the Fire Fighter - PSO II and III classification shall receive classification seniority at the rate of one and one-half (1-1/2) years of credit for every one actual year of non-probationary service in class. This provision shall not become effective until July 1, 1987.

(i) The Employer agrees that it shall not use

employees in the Patrol Officer - PSO I, II or III classification to cover a twenty-four (24) hour shift on a regular basis in the Fire Division while any full-time employee in the Fire Fighter or Fire Fighter - PSO I, II or III classification is on layoff status.

(j) The Employer agrees to give fourteen (14) calendar days notice of layoff to affected employees.

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

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition. 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. Grievance Steps. 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 the Union President or his designated representative.

Step 1. Grievances shall be presented promptly, and in all cases no later than ninety-six (96) hours after the date the grievance occurred or ninety-six (96) hours from the time the employee should reasonably have known he/she had grounds for grievance.

The grievance shall first be presented to the Director of Public Safety. The Director of Public Safety, or his designated representative, 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.

The Director of Public Safety, or his designated representative, shall give his written answer within two (2) working days after receipt of the grievance.

Step 2. If the Director of Public Safety's answer in Step 1 is unsatisfactory to the grievant, the grievant and the Union may, within three (3) days from receipt of the Director's answer, appeal the matter to the City Manager, or his designated representative. This appeal must be signed by the grievant and his Union representative.

The City Manager, or his designated representative, 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 Union bargaining committee, which shall, at the option of the Union, include or not include, its non-Union member. The City Manager, or his designated representative, shall give his written answer within three (3) days after the end of such meeting.

Any decision rendered by the City Manager, or his designated representative, that is satisfactory to the grievant, shall be final and binding upon the Union and upon all concerned and involved City officials, either elected or appointed, including but not limited to, the Director of Public Safety, and any of his designated representatives.

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

Within seven (7) days from receipt of the decision of the City Manager, the parties shall request from the Federal Mediation and Conciliation Service (FMCS), a panel of seven (7) qualified arbitrators. Upon receipt of this panel, the president of the Union, or his designated representative, and the City Manager, or his designated representative, shall alternately strike names from this list, with the right of first strike being decided by the flip of a coin. After three (3) names have been struck by each party, the one remaining will be the arbitrator. It shall be the responsibility of the Union to notify FMCS 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 decisions 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 by the parties.

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

Section 3. Time Limits. 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 Union, 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 Union 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.

The decision of the Federal Reserve Board is
to raise the interest rate on the 100-day
and 200-day Treasury bills from 5 1/4% to 5 3/4%
and the 91-day Treasury bill from 5 1/4% to 5 1/2%
effective September 1, 1953.

The Board's action is based on the
fact that the yield on the 100-day Treasury bill
is now 5 1/4% and the yield on the 200-day Treasury bill
is 5 1/4%. The yield on the 91-day Treasury bill
is 5 1/4%. The Board believes that it is
desirable to raise the yield on these bills
to 5 3/4% for the 100-day and 200-day bills
and to 5 1/2% for the 91-day bill.

The Board's action is based on the
fact that the yield on the 100-day Treasury bill
is now 5 1/4% and the yield on the 200-day Treasury bill
is 5 1/4%. The yield on the 91-day Treasury bill
is 5 1/4%. The Board believes that it is
desirable to raise the yield on these bills
to 5 3/4% for the 100-day and 200-day bills
and to 5 1/2% for the 91-day bill.

GRIEVANCE

Employee's Name: _____ Date: _____

Job Classification: _____

Alleged Provisions Violated: _____

Statement of Facts: _____

Proposed Solution: _____

Lodge Representative

Employee Signature

Receipt Date: _____

Recommendations: _____

Return Date: _____

Union Representative

Employee Signature

Receipt Date: _____

Recommendations: _____

Return Date: _____

Union Representative Signature

Employee Signature

Receipt Date: _____

Recommendations: _____

Return Date: _____

Union Representative Signature

Employee Signature

Receipt Date: _____

Arbitrator Signature

Arbitration Award: _____

GRIEVANCE

Dated: _____

Re: _____

Section 5. Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these 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.

ARTICLE XV

EXPERIENCE AND PROMOTION

Section 1. Experience. For new employees, full credit may be given for previous satisfactory experience, up to a maximum of two (2) years, in order to determine the individual employee's starting salary rate.

Section 2. Promotion. Notice of any vacancies in positions within the bargaining unit shall be given to the Division President. Employees interested in being considered for such position shall notify in writing the City Manager or his designee. The Director of Public Safety shall select from a minimum of the top three (3) candidates. If there are no successful candidates within the bargaining unit, the Employer reserves the right to promote or hire from outside the Department.

Section 3. 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 Union. If the Union disagrees with the rate of pay, the parties agree to negotiate the rate.

ARTICLE XVI

UNIFORMS, CLOTHING AND PROTECTIVE GEAR

Section 1. Uniforms. 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. Provided, however, that the City will furnish

each new officer, when required, with required leather items (except shoes), flashlight and a handgun, and will provide all present officers with replacement for the same when their present leather items, flashlights and handguns require replacement. All employees shall wear the prescribed uniforms furnished by the City while on duty.

All protective clothing and devices must meet MIOSHA standards. All protective clothing shall be inspected once a year by the Assistant Chief in charge of Division Operations and repaired or replaced as soon as possible if found unfit for service. If an employee's protective clothing should become unfit for service at any time, he/she shall report it to the Assistant Chief in charge of Division Operations without delay and appropriate action be taken.

ARTICLE XVII

MISCELLANEOUS

Section 1. Mileage. All employees required by the Director of Public Safety to drive their own motor vehicles outside the City of Greenville or Township of Eureka shall be reimbursed by the City at the current City rate. Mileage accumulation shall be figured on a monthly basis. Mileage shall always be figured on the basis of the shortest distance between the point of departure and destination.

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

Section 3. Vehicle Maintenance. Vehicles shall be serviced, checked and maintained on a periodic basis. The employee shall check the vehicle's gas and oil daily. The employee shall promptly report early signs of vehicle malfunction. A maintenance log shall be kept for each vehicle in which the employee shall indicate any items of repair or maintenance which are necessary and in which the mechanic shall indicate what has been done in response thereto. Spotlights and air conditioning shall continue to be furnished on all replacement police cruisers.

Section 4. Dispatcher's Lunch Period. Dispatchers shall have a thirty (30) minute paid lunch period.

Section 5. Manning of Companies. The number of employees responding with apparatus shall be sufficient to maintain adequate fire suppression and rescue work.

Section 6. Trading of Time. All employees shall be permitted to trade shifts or any part of a shift when it does not interfere with the operations of the Department, and at no cost to the City.

Section 7. Training Notice. Times and dates for departmental meeting and training sessions shall be posted

ninety-six (96) hours in advance of such meeting and training sessions. Employees may be excused from such meetings and training sessions by the Assistant Chief in charge of their Division or, in his/her absence, the person in charge at the time.

Section 8. Schooling. The Employer shall bear all costs of schooling that is required of the employee while employed with the City of Greenville Public Safety Department. If a City vehicle is not available for the purpose of traveling to and from required schooling, then the employee may use a private vehicle and the Employer shall pay current City mileage. The employee shall fill out a travel voucher his/her first shift back to work, and have receipts for all expenditure requirements.

Section 9. Jury Duty. Employees excused for jury duty will be reimbursed by the City for the difference between the fees received for this service and the employee's regular wage provided:

(a) A written request endorsed by the Director of Public Safety is approved by the City Manager.

(b) Acceptable evidence of the amount of fees received by the employee is included with said written request. An employee is expected to report for regular City duty when temporarily excused from attendance in Court.

Section 10. Residency Requirement. All full-time Fire Division employees shall be required to reside within the boundaries of the City of Greenville. For all other employees covered by this Agreement, residence within the City of Greenville shall be required for those employees hired after July 1, 1982. The parties in the 1986 contract negotiations were unable to resolve the issue of residency requirement and have agreed to submit the issue of residency requirement to an arbitrator pursuant to Act 312, as amended. The parties agree that the arbitrator's decision shall displace this section.

Section 11. Fringe Benefit Modifications. Modifications of fringe benefit levels negotiated in this Agreement shall become effective upon the effective date of this Agreement. Wage rates shall be effective as specified in Appendix A.

Section 12. Gender. Whenever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

Section 13. Savings Clause. If any Article or Section of this Agreement or any Addendum thereto shall be held invalid by an operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be reinstated by such

tribunal, the remainder of this Agreement and its Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Articles or Sections.

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law and state law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

ARTICLE XVIII

Section 1. Strikes and Illegal Activity. The Union recognizes the cessation or interruption of services by employees 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 Union and the employees agree that they will not direct, instigate, participate in, encourage or support any cessation, interruption or interference of services by any employee or group of employees. Any employee who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of partic-

ipation may be the subject of a grievance.

Section 2. Extensions. In the event that negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on thirty (30) days written notice.

Section 3. Waiver. The parties acknowledge that during 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 re-opened on any items, whether contained in this Agreement or not, during the life of this Agreement.

Section 4. Duration. This Agreement shall be effective the 1st day of July, 1986, and shall remain in full force and effect to and including June 30, 1990.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this this 4th day of February, 1987.

IN THE PRESENCE OF:

CITY OF GREENVILLE

Robert P. [unclear]

By: [Signature]
Mayor

Robert H. [unclear]

By: David R. Moore
Clerk-Treasurer

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

[Signature]

By: [Signature]
Division President

Keith [unclear]

By: [Signature]
Public Safety Representative

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the said County of ...

[Signature]
[Title]

[Signature]
[Title]

FRANCIS J. ...
[Title]

[Signature]
[Title]

[Signature]
[Title]

APPENDIX A

WAGES

<u>Classification</u>	<u>7-1-84</u>	<u>1-1-85</u>	<u>7-1-85</u>	<u>7-1-86</u>	<u>1-1-90</u>
<u>Patrol Officer</u>					
Start	17,774	-	18,840	-	19,217
1 year	19,492	-	20,662	-	21,075
2 years	20,190	-	21,401	-	21,829
3 years	20,776	-	22,023	-	22,463
4 years	21,414	-	22,699	-	23,153
Patrol Officer - PSO I* - Applicable Patrol Officer base rate plus \$500 add-on.					
Patrol Officer - PSO II* - Applicable Patrol Officer base rate plus \$1,000 add-on.					
Patrol Officer - PSO III* - Applicable Patrol Officer rate plus \$2,000 add-on.					
<u>Patrol Sergeant</u>	22,485	-	23,834	-	24,311
Patrol Sergeant - PSO I* - Patrol Sergeant base rate plus \$500 add-on.					
Patrol Sergeant - PSO II* - Patrol Sergeant base rate plus \$1,000 add-on.					
Patrol Sergeant - PSO III* - Patrol Sergeant base rate plus \$2,000 add-on.					
<u>Fire Fighter</u>					
Start	17,245	17,416	18,461	18,840	19,217
	5.818/h	5.876/h	6.228/h	6.356/h	6.483/h
1 year	18,913	19,103	20,249	20,662	21,075
	6.381/h	6.445/h	6.832/h	6.971/h	7.110/h
2 years	19,595	19,791	20,978	21,401	21,829
	6.611/h	6.677/h	7.078/h	7.220/h	7.365/h
3 years	20,155	20,357	21,578	22,023	22,463
	6.800/h	6.868/h	7.280/h	7.430/h	7.579/h
4 years	20,781	20,988	22,247	22,699	23,153
	7.011/h	7.081/h	7.506/h	7.658/h	7.811/h
Fire Fighter - PSO I* - Applicable Fire Fighter base rate plus \$500 add-on.					

Fire Fighter - PSO II* - Applicable Fire Fighter base rate plus \$1,000 add-on.

Fire Fighter - PSO III* - Applicable Fire Fighter base rate plus \$2,000 add-on.

Classification	<u>7-1-84</u>	<u>1-1-85</u>	<u>7-1-85</u>	<u>7-1-86</u>	<u>1-1-90</u>
<u>Fire Sergeant</u>	21,252 7.170/h	21,465 7.242/h	23,582 7.956/h	23,834 8.041/h	24,311 8.202/h

Fire Sergeant - PSO I* - Fire Sergeant base rate plus \$500 add-on.

Fire Sergeant - PSO II* - Fire Sergeant base rate plus \$1,000 add-on.

Fire Sergeant - PSO III* - Fire Sergeant base rate plus \$2,000 add-on.

<u>Dispatcher (full-time)</u>				
Start	13,631	-	14,449	-
6 months	14,310	-	15,169	-
1 year	15,067	-	15,971	-

<u>Dispatcher (part-time)</u>				
Start	6.55	-	6.95	-
6 months	6.88	-	7.29	-
1 year	7.24	-	7.68	-

<u>Dispatcher Coordinator</u>				
	15,367	-	16,271	16,770
				17,105

A shift premium of \$.10 and \$.20 per hour shall be paid to full-time employees in the Police and Administrative Divisions who are permanently assigned to the second and third shifts.

*All PSO positions listed above are entitled to the add-ons stated below. PSO add-ons are in addition to the base wage and are not taken into account in computing across-the-board wage increases to base salaries.

PSO I \$ 500
 PSO II \$ 500 (above PSO I level)
 PSO III \$1,000 (above PSO II level)

Effective June 30, 1986, an increase will be applied to the PSO add-on amounts. Said increase shall be the same percentage as the percentage generated and awarded under Section 4.9 of the Greenville Personnel Policy and Procedures Manual.

Effective June 30, 1987, an increase will be applied to the PSO add-on amounts. Said increase shall be the same percentage as the percentage generated and awarded under Section 4.9 of the Greenville Personnel Policy and Procedures Manual.

Effective June 30, 1988, an increase will be applied to the PSO add-on amounts. Said increase shall be the same percentage as the percentage generated and awarded under Section 4.9 of the Greenville Personnel Policy and Procedures Manual.

Effective June 30, 1989, an increase will be applied to the PSO add-on amounts. Said increase shall be the same percentage as the percentage generated and awarded under Section 4.9 of the Greenville Personnel Policy and Procedures Manual.

Effective June 30, 1990, an increase will be applied to the PSO add-on amounts. Said increase shall be the same percentage as the percentage generated and awarded under Section 4.9 of the Greenville Personnel Policy and Procedures Manual.

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LETTER OF UNDERSTANDING NO. 1

SUBJECT: Public Safety Officer Program

THIS LETTER OF UNDERSTANDING, made this 4th day of February, 1987, by and between the City of Greenville and Fraternal Order of Police, Montcalm County Lodge No. 149, Greenville Public Safety Department Division, as follows:

Public Safety originated April 1, 1983. All personnel employed at that time have the option to enter a cross-training program. Employees who do not exercise this option will remain in the present job classifications as Fire Fighters or Patrol Officers. Any person hired after April 1, 1983, must undergo cross-training upon the request of the City.

The parties acknowledge that the City of Greenville has implemented administrative changes designed to establish and implement a Public Safety Department which will integrate police and fire functions. All bargaining unit employees within each Division who are cross-trained shall be expected to perform law enforcement and fire fighting duties in accordance with the level of cross-training achieved. In order to insure an orderly transition, the parties agree that:

A. Cooperation and goodwill shall be practiced.

- B. The parties agree to confer with each other as frequently as is reasonable and necessary to exchange information and ideas.
- C. The City will exercise diligence in the establishment of training and educational programs, and such programs will be without cost to employees.
- D. All employees who attempt to cross-train will diligently undertake such training and educational programs directed or offered by the Employer in a good faith effort to achieve the required skill levels of a Public Safety Officer specified herein.
- E. The City will attempt to the extent possible to provide the required training during an employee's regular duty hours. However, where such is not possible, an employee shall be expected to be in attendance. All training time outside an employee's regular duty hours shall be paid at the employee's straight time hourly rate. The City agrees not to make unreasonable demands upon an employee's off-duty time.
- F. The Union acknowledges that notwithstanding any other provision of this Agreement to the contrary, hours, schedules and duties may be adjusted during the transitional period in order to facilitate adequate training and experiences required to accommodate the consolidation of the Police and Fire Departments into a Public Safety Department.
- G. Employees who enter the Public Safety Program may obtain one of three sequential job level classifications:
- (1) Fire Fighters - PSO I. Fire Division personnel at this level shall perform, at a minimum, the following duties:
 - (a) Unlock cars
 - (b) Conduct Homeowners Check Program

- (c) Perform preventive patrol - no arrest powers
- (d) Assist motorists
- (e) Lock/unlock gates and buildings
- (f) Direct traffic
- (g) Assist with crowd control
- (h) Assist at crime scenes
- (i) Work in conjunction with the Police Division personnel relevant to service-related responsibilities
- (j) Perform other duties requiring a similar level of law enforcement responsibility.

Fire Fighter - PSO I shall not be required to perform those duties enumerated as examples of Fire Fighter PSO II or PSO III level work.

- (2) Patrol Officer - PSO I. Police Division personnel at this level shall perform, at a minimum, the following duties:

- (a) Pull and place firehose
- (b) Connect hose and operate fire hydrants
- (c) Unload specified equipment
- (d) Assist Fire Division personnel with obtaining specified equipment needed at the scene
- (e) Perform other duties requiring a similar level of fire fighting responsibility.

Patrol Officer - PSO I shall not be required to perform those duties enumerated as examples of Patrol Officer - PSO II or PSO III level work.

(3) Fire Fighter - PSO II. Fire Division personnel at this level shall perform the duties specified above for the Fire Fighter - PSO I, as well as the following additional duties:

- (a) Those employees hired after February 28, 1985, must possess the ability to obtain the PSO III level
- (b) Exercise arrests under the City Ordinances involving parking violations
- (c) When requested by the Director of Public Safety, have the ability to carry a fire arm and be able to utilize it appropriately. These employees will have completed the Greenville Department of Public Safety training in the proper use of a firearm and deadly force. These employees will have to continue to qualify under the qualification policy of the Department of Public Safety
- (d) Perform other duties requiring a similar level of law enforcement responsibilities, such as the issuing parking tickets, dispatch relief, traffic control, unlock vehicles, assist the general public, escorts, lock and unlock gates and buildings and other similar related responsibilities.

Fire Fighter - PSO II shall not be required to perform duties at the Fire Fighter - PSO III level of work.

(4) Patrol Officer - PSO II. Police Division personnel at this level shall perform the duties specified above for the Patrol Officer - PSO I as well as the following additional duties:

- (a) Those employees hired after February

28, 1985, must possess the ability to obtain the PSO III level

- (b) Assist on fire responses, but the responsibility will be limited to fighting the fire from the outside
- (c) Operate fire fighting equipment, such as the pumper and emergency generators
- (d) Perform other duties requiring a similar level of fire fighting responsibility.

Patrol Officer - PSO II shall not be required to perform duties at the Fire Fighter - PSO III level of work.

- (5) Fire Fighter - PSO III, Patrol Officer - PSO III. Department employees at this level will be totally cross-trained in relation to both police and fire certification.
- H. Upon satisfactory completion of the first level of required training of a Fire Fighter - PSO I or Patrol Officer - PSO I, an employee shall receive the appropriate PSO I classification rate of pay. Upon satisfactory completion of the second level of required training of Fire Fighter - PSO II or Patrol Officer - PSO II, an employee shall receive the appropriate PSO II classification rate of pay. Upon satisfactory completion of the third and final level of required training of a Fire Fighter - PSO III or Police Officer - PSO III, an employee shall receive the appropriate PSO III classification rate of pay.
- I. Regardless of the rights of the parties specified elsewhere, the Union specifically agrees that it will not object to supervisory or management personnel performing bargaining unit work to accommodate the scheduling of employees for Public Safety Officer training.
- J. The parties agree that a Public Safety Committee with representatives of both the City

and the Union shall be established to review the effectiveness of the Public Safety Program. The Chairman of the Committee shall be the City Manager.

- K. For employees hired prior to April 1, 1983, the City agrees to assign Public Safety Officer training by Division by classification seniority.
- L. Training for PSO I functions will involve approximately forty (40) to sixty (60) hours in each designated category. Training for PSO II functions will involve approximately forty (40) to sixty (60) hours in each designated category beyond the PSO I level. Training for PSO III functions will depend on the applicable certification requirements. At this time total fire certification is two hundred and forty (240) hours and those hours previously put in at the other two levels will be used toward the total two hundred and forty (240) hours. Fire Division personnel fully cross-trained will have to complete three hundred ninety-six (396) to four hundred and forty (440) hours of police certification training, or as determined by the Michigan Law Enforcement Officers Training Council.
- M. For those hired prior to February 28, 1985, employees shall have the option to return to a lower PSO level or the employee's original Fire Fighter or Patrol Officer level if the employee is not able to satisfactorily perform the duties of that level of work.

FRATERNAL ORDER OF POLICE

CITY OF GREENVILLE

Steve A. ...
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David R. Moore
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LETTER OF UNDERSTANDING NO.2

SUBJECT: Precedent for Successor Contract Negotiations

THIS LETTER OF UNDERSTANDING, made this 4th day of February, 1987, by and between the City of Greenville and the Fraternal Order of Police, Montcalm County Lodge No. 149, Greenville Public Safety Department Division, as follows:

The parties acknowledge that a mutual determination was reached that it was in the best interest of all to consolidate police and fire duties into a single Public Safety Department bargaining unit. Because of the extensive negotiations required to accomplish this consolidation, the parties concluded that attempts to fully resolve other bargaining issues should be postponed because of the potential for further delays in implementing a new Agreement containing the consolidated Public Safety Department. Consequently, the parties withdrew various demands from the table to expedite reaching a settlement. Accordingly, the parties acknowledge that the withdrawal of these issues from the table in this round of negotiations shall not be considered as precedent for any Act 312 proceedings that may be required to reach agreement on the successor to this Agreement.

FRATERNAL ORDER OF POLICE

CITY OF GREENVILLE

By: Frank A. Smith

By: David R. Moore

By: _____

By: _____

LETTER OF TRANSMITTAL

SUBJECT: [Illegible]

[Illegible text block containing the main body of the letter, including a reference to the Department of the Interior and various administrative details.]

Very respectfully,
[Illegible Name]
[Illegible Title]

LETTER OF UNDERSTANDING NO.3

SUBJECT: Consolidation of Police and Fire Bargaining Units

THIS LETTER OF UNDERSTANDING, made this 4th day of February, 1987, by and between the City of Greenville, the Fraternal Order of Police, Montcalm County Lodge No. 149, Greenville Police Department Division, and the International Association of Fire Fighters, AFL-CIO, Local No. 2830, as follows:

The parties acknowledge that the IAFF, Local 2830, is the exclusive bargaining representative for employees of the Greenville Fire Department and that the City and IAFF, Local 2830, are parties to a Collective Bargaining Agreement covering said employees that expires at midnight, June 30, 1985.

The parties also acknowledge that the FOP, Montcalm County Lodge No. 149, Greenville Police Department Division, is the exclusive bargaining representative for employees of the Greenville Police Department.

As a result of extensive negotiations by all parties to consolidate the existing Police Department and Fire Department bargaining units into a single Public Safety Department bargaining unit, agreement has been reached on a single new Collective Bargaining Agreement for all employees in the Public Safety Department as specified in the Recog-

dition Clause of the new Agreement. This new Agreement covers all employees specified therein as of its effective date and the existing Fire Department bargaining unit Agreement is expressly superseded.

The IAFF acknowledges that as of the effective date of the new Agreement all employees described therein are represented exclusively by the FOP, Montcalm County Lodge No. 149, Greenville Public Safety Department Division, and that the IAFF waives any and all rights or interest in the continued representation of said employees.

The FOP, Montcalm County Lodge No. 149, Greenville Police Department Division and the IAFF, Local No. 2830, affirmatively represent to the City that the consolidation of the two units has been accomplished in accordance with their respective constitutions and by-laws and that both unions are duly authorized to enter into this Letter of Understanding.

FRATERNAL ORDER OF POLICE

CITY OF GREENVILLE

By: _____

By: David R. Moore

By: _____

By: [Signature]

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

By: _____

By: _____

LETTER OF UNDERSTANDING NO. 4

SUBJECT: Public Safety Program Discussions

THIS LETTER OF UNDERSTANDING, made this 4th
day of February, 1987, by and between the City of
Greenville and the Fraternal Order of Police, Montcalm
County Lodge No. 149, Greenville Public Safety Department
Division, as follows:

The parties agree, notwithstanding Article XVIII,
Section 3, Waiver, to meet and confer during the term of
this Agreement regarding the Public Safety Program.

FRATERNAL ORDER OF POLICE

CITY OF GREENVILLE

By: [Signature]

By: David R. Moore

By: [Signature]

By: [Signature]

LETTER OF AGREEMENT NO. 2

SUBJECT: PUBLIC SAFETY AND PROTECTION

THIS LETTER OF AGREEMENT, made this 1st day of July, 1954, between the Board of Directors of the City of Detroit, Michigan, and the Detroit Police Department, is hereby agreed to by the Board of Directors of the City of Detroit, Michigan, and the Detroit Police Department, in and to the effect that the Board of Directors of the City of Detroit, Michigan, shall pay to the Detroit Police Department, for the services rendered by the Detroit Police Department, the sum of \$1,000,000.00 per annum, in addition to the sum of \$1,000,000.00 per annum, for the services rendered by the Detroit Police Department, for the year ending June 30, 1955, and for each year thereafter, until the year ending June 30, 1960, and for each year thereafter, until the year ending June 30, 1965, and for each year thereafter, until the year ending June 30, 1970, and for each year thereafter, until the year ending June 30, 1975, and for each year thereafter, until the year ending June 30, 1980, and for each year thereafter, until the year ending June 30, 1985, and for each year thereafter, until the year ending June 30, 1990, and for each year thereafter, until the year ending June 30, 1995, and for each year thereafter, until the year ending June 30, 2000, and for each year thereafter, until the year ending June 30, 2005, and for each year thereafter, until the year ending June 30, 2010, and for each year thereafter, until the year ending June 30, 2015, and for each year thereafter, until the year ending June 30, 2020, and for each year thereafter, until the year ending June 30, 2025, and for each year thereafter, until the year ending June 30, 2030, and for each year thereafter, until the year ending June 30, 2035, and for each year thereafter, until the year ending June 30, 2040, and for each year thereafter, until the year ending June 30, 2045, and for each year thereafter, until the year ending June 30, 2050, and for each year thereafter, until the year ending June 30, 2055, and for each year thereafter, until the year ending June 30, 2060, and for each year thereafter, until the year ending June 30, 2065, and for each year thereafter, until the year ending June 30, 2070, and for each year thereafter, until the year ending June 30, 2075, and for each year thereafter, until the year ending June 30, 2080, and for each year thereafter, until the year ending June 30, 2085, and for each year thereafter, until the year ending June 30, 2090, and for each year thereafter, until the year ending June 30, 2095, and for each year thereafter, until the year ending June 30, 2100.

IN WITNESS WHEREOF, the Board of Directors of the City of Detroit, Michigan, has caused this Letter of Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, and the Detroit Police Department has caused this Letter of Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 1st day of July, 1954.

LETTER OF UNDERSTANDING NO. 5

SUBJECT: Special Services Officer Classification

THIS LETTER OF UNDERSTANDING, made this 4th day of February, 1987, by and between the City of Greenville and the Fraternal Order of Police, Montcalm County Lodge No. 149, Greenville Public Safety Department Division, as follows:

1. The Union acknowledges that effective July 27, 1986, the City, pursuant to its right to establish and modify classifications, has changed the position of Deputy Chief - Administrative Operations in the Public Safety Department, to the position of Special Services Officer in said Department.

2. The parties agree that based upon the anticipated duties of the position, the Special Services Officer shall be included in the Public Safety Department bargaining unit upon execution of this Letter of Understanding and shall be entitled to any benefits deriving therefrom.

3. The parties recognize the City reserves the right to assign job functions and that bargaining unit placement is based upon those functions. It is further recognized that the City reserves the right to reassign this position out of the bargaining unit upon future retirement of existing personnel should the duties of said position

warrant such exclusion.

4. The parties agree that the wage rate of this position shall be established by mutual agreement of the parties.

5. The parties agree that all provisions of the labor agreement, without exception, shall apply to the position of Special Services Officer.

FRATERNAL ORDER OF POLICE

CITY OF GREENVILLE

By: Alan W. Schuster

By: David R. Moore

By: _____

By: Robert Stewart

By: _____

By: _____

By: _____

By: _____