

6-30-76

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AGREEMENT

BETWEEN

CITY OF LANSING, MICHIGAN

AND

FOP SUPERVISORY DIVISION

CAPITOL CITY LODGE #141

FRATERNAL ORDER OF POLICE

7-1-1974 TO 6-30-1976

W.A. Oberst  
Labor Relations Supervisor  
Personnel Dept.  
812 City Hall  
Lansing, Mich.  
48933

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## AGREEMENT

This Agreement is entered into between the City of Lansing, Michigan, hereinafter referred to as the "City", and the FOP Supervisory Division of Capitol City Lodge No. 141 of the Fraternal Order of Police, (hereinafter referred to as the "Supervisory Unit"). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

### ARTICLE I

#### RECOGNITION OF THE SUPERVISORY UNIT

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947 as amended, the City hereby grants sole and exclusive recognition to the Supervisory Unit for the purpose of collective bargaining for all employees covered by the bargaining unit described below:

All regular, full time employees of the Police Department of the City of Lansing, Michigan, whose positions are classified as Captains VI, Lieutenants V, 2nd Lieutenants IV, Radio Engineer VI, and Sergeants III.

## ARTICLE II

### MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Lansing Code and any modifications made thereto, and any resolution passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the

number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day; (g) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce working rules and carry out cost and general improvement programs however, no rule or regulation or memorandum shall be adopted hereafter without notice to the Lodge; and its reasonableness may be subject to the grievance procedure; (n) to transfer, promote and demote for just cause employees from one classification, department or shift to another; (o) to select employees for promotion or transfer to

supervisor or other positions and to determine the qualifications and competency of employees to perform available work.

The City agrees that the rights of the Lodge are specifically listed herein, that all subjects not specifically listed herein are retained by the City and that the Lodge further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

### ARTICLE III

#### MANAGEMENT SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge therefore agrees until the termination of this Agreement that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City, as long as this contract is in force.



ARTICLE IV

LODGE SECURITY

SECTION 1. The City will not discriminate against any employee because of membership in the Lodge.

SECTION 2. The City agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Lodge's dues subject to all of the following subsections:

A. The Lodge shall obtain from each of its members a completed Check-off Authorization Form which shall conform to the respective state and federal laws(s) concerning that subject, or any interpretation(s) made thereof.

B. All Check-off Authorization Forms shall be filed with the City's Finance Director who may return any incompleted, or incorrectly completed form to the Lodge's treasurer, and no check-off shall be made until such deficiency is corrected.

C. All other employees covered under this Agreement who do not voluntarily choose membership in the Lodge shall have deducted from their wages a percentage of the membership dues which sum shall be less than 100% of said dues and which sum shall accurately represent the amount for said employee due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments or other amounts for other Lodge activities.

D. The City shall check-off only obligations which come due at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Lodge.

E. The City's remittance will be deemed correct if the Lodge does not give written notice to the City Controller within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefor, that the remittance is incorrect.

F. Any employee covered by the terms of this Agreement may join or terminate membership in the Lodge by written notice to the City Finance Director, and the amount owing the Lodge shall reflect accordingly with the next payment from the employee and due the Lodge.

G. The Lodge shall provide at least thirty (30) days written notice to the City Finance Director of the amount of Lodge dues and/or representation fee to be deducted from the wages of City employees as in accordance with this Article. Any change in the amounts determined will also be provided to the City Finance Director at least thirty (30) days prior to its implementation.

H. The Lodge agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Lodge dues or in reliance on any list, notice, certification, or

authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Lodge.

I. The Lodge shall exclusively use the following Check-off Authorization Form as herein provided for:

Check-off Authorization Form

Fraternal Order of Police, Lodge No. 141

Lansing, Michigan

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my F.O.P. dues of \$ \_\_\_\_\_ per month. The amount deducted shall be paid to the treasurer of the Lodge, according to the agreement reached between the City and the Lodge.

This authorization shall remain in effect until by written notice to the City's Labor Relations Supervisor I request its revocation.

PRINT:	Rank	Last Name	First Name	Middle Initial
Date deduction is to start			Signature _____	
			Address _____	
Month	Year	City	State	

## ARTICLE V

### SUPERVISORY UNIT BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Supervisory Unit will include not more than three (3) employees of the Supervisory Unit and may include not more than one (1) non employee representative. The Supervisory Unit will furnish the Labor Relations Supervisor with a written list of the Supervisory Unit bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

SECTION 2. City employee members of the Supervisory Unit bargaining committee will be paid for the time spent in negotiations with the City, including one-half ( $\frac{1}{2}$ ) hour prior to and one-half ( $\frac{1}{2}$ ) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift.

## ARTICLE VI

### SENIORITY

SECTION 1. Definitions. Seniority shall mean the status attained by the length of continuous service in a particular rank.

SECTION 2. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date, and shall furnish a copy to the Lodge in March of each year, and as soon as practicable the first year.

ARTICLE VII

LAYOFF AND RECALL

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

A. No permanent or probationary employee shall be laid off from his position in the Police Department while any temporary or provisional employees are serving in the same position class in that Department.

B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority.

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

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

SECTION 5. Preferred Eligible Lists.

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced.

B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those ranks.

## ARTICLE VIII

### LOSS OF SENIORITY

An employee shall lose his status as an employee and his seniority if:

1. He resigns or quits.
2. He is discharged or terminated.
3. He retires.
4. He is convicted of a felony or a circuit court misdemeanor, providing that other minor traffic offenses shall not be grounds for loss of seniority under this section.
5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE IX

LEAVE DAYS

SECTION 1. Definition. Because policemen are required to work regardless of calendar weekends i.e., Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as "Leave Days."

SECTION 2. Number. Employees covered hereby, earn leave days each month they are employed by the City, according to the following monthly schedule for a total of 104 leave days each year.

<u>MONTH</u>	<u>EARNED LEAVE DAYS</u>	<u>MONTH</u>	<u>EARNED LEAVE DAYS</u>
January	9	July	9
February	9	August	9
March	9	September	8
April	8	October	9
May	9	November	8
June	8	December	9

In addition to the leave days provided in the above paragraph, each employee shall receive three (3) additional leave days each calendar year effective January 1, 1973.

SECTION 3. Scheduling. Leave days, pursuant to Section 2 of this Article shall be taken subject to management approval.

SECTION 4. Changing. Employees covered hereby, may change a leave day after the schedule has been posted, if they receive permission from the management representative who is in charge of scheduling.



SECTION 5. Employees who are eligible for vacation, as provided for in Article X of this Agreement, may, with management approval, which shall not be unreasonably denied, take leave days in conjunction with their vacation as more fully described in Article X, Section 7.

SECTION 6. Emergencies and Discipline. Leave days as herein provided for, may be postponed for emergency or subpoena purposes, excluding civil, but leave days so postponed may be taken at a later date subject to management approval. Leave days may also be cancelled by the Chief of Police only as a form of disciplinary action.

ARTICLE X

VACATION LEAVE

SECTION 1. Beginning with the first anniversary of an employee's date of hire, and beginning with January 1st of each year thereafter, employees without a break in service and covered hereby shall be eligible for a vacation with pay as follows:

<u>Length of Service</u>	<u>Annual Vacation Leave</u>
1 but less than 10	12 work days
10 but less than 15	16 work days
15 years or more	21 work days

SECTION 2. Vacation leave credit shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave of absence without pay.

SECTION 3. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation time, shall receive such payment based on their regular rate of pay earned during their last pay period of active service. If an employee leaves the service of the City before completing one year of service, no accrued vacation leave will be allowed. An employee who has served over one year shall be paid for any accrued vacation due on leaving the service of the City.

SECTION 4. Vacation leave credit shall accrue from the date an employee enters the service of the City. Vacation leave shall be granted to employees covered hereby, by the management representative of the Police Department who is in charge of scheduling vacations and such vacations will be granted at such times as they will least interfere with the efficient operation of the Police Department, with due regard for the expressed preference of the employee concerned. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

SECTION 5. January 1st shall be the beginning of the year for vacations. Requests shall be made 30 days prior to vacations and not later than March 1. Vacations shall be taken in increments of at least five (5) work days, subject to the approval of the management representative of the Police Department who is responsible for scheduling vacations. Approval shall not be unreasonably denied.

SECTION 6. Unused vacation leave, not to exceed five (5) work days may be carried over from one year to the next, if occasions arise which would prevent an employee from taking his earned vacation. One complete vacation leave may include authorized carryover from the previous year, but no carryover may take place without the written approval of the Chief of Police.

Section 7. Where possible, all vacations shall start on Saturdays. Vacation days and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police, or his designated representative.

## ARTICLE XI

### HOURS AND RATES OF PAY

SECTION 1. A. Work Day and Hours. Employees covered hereby are required to be on duty a minimum of eight (8) hours during each scheduled duty day, excepting as excused by management.

B. Pay Rates. Employees covered hereby shall receive an annual salary for their work as defined in Appendix A hereof.

SECTION 2. Overtime. It is anticipated that the needs of the Department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal scheduled work day or normal scheduled work week, when authorized by the department head. It does not include training sessions, consultations with prosecuting officials or signing of complaints, but, if directed by the officer in command of the Department and performed by an off-duty officer, said officer shall be compensated at the hourly rate of that officer for the time actually worked, but not less than one (1) hour.

All officers on duty shall be paid for overtime at one and one-half (1-1/2) times his regular hourly rate.

SECTION 3. Pyramiding. Payments for overtime and call back time shall not be duplicated for the same hours worked as heretofore provided.

SECTION 4. Court Time. (Effective 7-1-73.) When an off-duty officer is required to spend more than two hours and up to one-half day in court, he shall receive the difference between the witness fee and \$15.00, and when an off-duty officer is required to spend more than one-half day and up to a full day, he shall receive the difference between the witness fee and \$30.00. Mileage that may be paid by the court will be considered a separate payment and will not be included in the \$15.00 or \$30.00 total payment specified above.

ARTICLE XII

HOLIDAYS

Employees covered hereby are entitled to receive \$30.00 per each authorized holiday as listed below, whether such holiday be worked or not. Payment shall be made for each holiday during the pay period in which the holiday falls, but no holiday shall be paid for in advance of its occurrence.

The authorized holidays are:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Day before Christmas Day  
Christmas Day

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

ARTICLE XIII

LONGEVITY BONUS

Following his completion of five (5) years of continuous, full time service by October 1st of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive annual longevity bonus as follows:

<u>SERVICE</u>	<u>ANNUAL BONUS</u>
5, or more, and less than 10 years	2% of annual earnings
10, or more, and less than 15 years	4% of annual earnings
15, or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid a pro-rated longevity bonus based on the number of calendar months of full time service credited to an employee from the preceding October 1st to the date of his retirement.

An employee's longevity bonus shall be computed as a percentage of an employee's regular annual base salary which he is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, exclusive of overtime pay, or any other premium pay. No longevity bonus shall be paid for that portion of an employee's annual earnings which is in excess of \$8,000.

Payment of longevity bonus to an employee who becomes eligible by October 1st, of any year shall be due the subsequent December 1st, except that an employee whose service with the City terminates for any reason between October 1st and December 1st of any year, shall be paid longevity bonus upon termination of his employment.

#### ARTICLE XIV

##### GROUP HOSPITAL AND MEDICAL-SURGICAL INSURANCE

The City will make available to an employee covered hereby a Blue Cross/Blue Shield Plan of hospital, medical, and surgical insurance.

(Beginning 7-1-70 the City will make available to an employee covered hereby, and in place of the Blue Cross/Blue Shield Plans of hospital, medical and surgical insurance, currently in existence a Blue Cross/Blue Shield (MVF-2 with ML and \$2.00 prescription drug riders) Plan of hospital medical and surgical insurance.

An employee shall become covered by insurance through his completion of the required forms (at time of hire, rehire, or during an annual enrollment period), and his acceptance by Blue Cross/Blue Shield as a participant. Such forms, and information as to the Plans shall be available at the City's Personnel Office. The City reserves the right to substitute another carrier of this coverage, the fundamental provisions of the present coverage will not be changed.



For an employee covered hereby, the City will pay one hundred percent (100%) of the premium for single-person or full family ward coverage, after the first 6 months of employment with the City for employees covered hereby. New employees are required to authorize payroll deductions for the premium cost of the group hospital and medical-surgical insurance during the first six (6) months of their service with the City. The employee will pay, by payroll deduction, the balance of the total premium due for service he has selected which is more expensive than ward coverage. Such deduction and any other deduction pursuant to this Agreement, will not be made from pay for the same payroll period.

## ARTICLE XV

### GROUP LIFE INSURANCE

SECTION 1. The City will provide to an employee covered hereby, life insurance coverage for himself, without cost to him, and it will make available to him at reasonable cost to him, coverage for his spouse and child or children, all as set forth in a booklet, explaining this "Group Life Insurance Plan", which shall be available at the City's Personnel Office.

SECTION 2. Effective April 1, 1973 employees who are eligible for life insurance shall also be covered by a like amount of Accidental Death and Dismemberment insurance. Accidental Death and Dismemberment insurance may be cancelled by the City at its option whenever either State or Federal Law provides at least \$10,000 of life insurance to a police officer killed in the line of duty.

## ARTICLE XVI

### SICK LEAVE

SECTION 1. Sick Leave with Pay. During the period of his absence from work due to his illness or injury, an employee will be paid from his sick leave credit hereinafter provided for. Sick Leave may also be charged in case of serious illness in the employees immediate family which in the opinion of the attending physician, requires the presence of the employee. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home.

An employee who expects to be off work on sick leave must notify the Police Chief, or his designated representative as promptly as is practicable under the circumstances, but in any event, prior to the start of any scheduled shift. His failure to do so shall result in denial of his claim against paid sick leave.

A physician's certificate may be required by the Police Chief or his designated representative before the employee returns to duty. Where a physician's certificate has been requested and an employee is examined by the City's physician, the cost of the requested exam will be borne by the City. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid time off, and it shall then be submitted to the City's Personnel Department on the date of an employee's return from any

absence chargeable to his sick leave. Falsification of any sick leave affidavit shall be cause of discharge.

SECTION 2. Sick Leave Credit. Sick leave credit will not be allowed in advance of being earned or in anticipation of future credits. If an employee does not have sufficient sick leave credits, payroll deductions for the time lost shall be made for the pay period in which such absence occurred.

SECTION 3. Sick Leave Recording. Sick leave credit shall be recorded to the nearest half day.

SECTION 4. Time Off, with Pay Credit. (a) Employees covered hereby shall be credited with one (1) day [eight (8) hours] of sick leave upon completion of each calendar month of service up to a maximum accumulation of one hundred fifty (150) days, which he may use as set forth in this Article and Article XVIII.

SECTION 5. Accrued Sick Leave. An employee or his beneficiary will be paid for one half (1/2) of his unused accrued sick leave at the date of his retirement or death, not exceeding seventy-five (75) days and subject to the procedure as enumerated in the Official Proceedings of the City Council of the City of Lansing, Michigan, March 6, 1967, beginning on page 262 thereof. An employee who otherwise leaves the City's service may not cash in any part of his unused sick leave when he leaves.

## ARTICLE XVII

### LEAVES OF ABSENCE

SECTION 1. Forms. All leaves of absence for employees covered hereby, shall be initiated by the Police Chief on a change of status notice form and approved by the City's Personnel Director.

SECTION 2. Military Leave. Employees who are inducted into the armed forces of the United States of America under the Selective Service Act of 1940 as amended, shall be entitled to a Military Leave of Absence without pay for the period of service required by such original period of induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held upon entering military service, such employees shall be reinstated to their former position or one comparable to it providing all requirements are adhered to according to Section 16, Chapter 16, of the Charter of the City of Lansing, Michigan.

SECTION 3. Military Reserve Leave. Employees who are members, with active status of an armed forces reserve unit shall at their request, be granted a Military Reserve Leave of Absence with pay, (exclusive of overtime or premium pay) for such time as is required to engage in an annual reserve training program, but not to exceed fourteen calendar days per year. Any such leave in excess of fourteen (14) calendar days per calendar year shall be charged against an employee's vacation leave. Requests to the Police Chief and to the City's Personnel Director for Military Reserve Leave of Absence must

be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Employees who, subsequent to their date of hire, desire to become active members of an Armed Forces Reserve Unit must secure written permission from the Police Chief.

SECTION 4. Personal Business Leave. Employees may be granted a personal business leave of absence without pay in cases of exceptional need such as: settlement of an estate; serious illness or disability of an employee or member of his family; and temporary termination of work which will not adversely affect the operations of the Police Department. All such personal business leaves of absence shall be subject to whatever documentary evidence the Police Chief and Personnel Director may require and shall be granted for periods not longer than ninety (90) days unless extensions are approved at the discretion of the Police Chief and Personnel Director.

#### ARTICLE XVIII

##### BEREAVEMENT TIME

Departmental policy IV-II of the Rules and Regulations Section of the General Orders of the Police Department is made a part of this agreement by reference.

## ARTICLE XIX

### MISCELLANEOUS

#### SECTION 1. Addresses and Telephone Numbers of Employees.

Each employee covered hereby, whether on or off the active payroll, should keep the City currently advised of his correct mailing address and of his telephone number, if any.

In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Personnel Office and returns such form there, duly completed.

In the case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.), notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to "Personnel Director, City of Lansing, City Hall, Lansing, Michigan."

The City shall be entitled to rely on the last address and telephone number furnished to it by an employee, and it shall have no responsibility to the employee for his failure to receive notice which arises from his not following the procedures above.

SECTION 2. Bulletin Boards. The City shall provide for bulletin boards of the Lodge in an area acceptable to the Police Chief. The bulletin boards will be for Lodge notices and information. These

bulletin boards, or anything posted thereon, will not be disturbed by any official of the City of Lansing, provided that the conditions set forth herein are complied with. The board shall be used only for the following notices.

- A. Recreational and social affairs of the Lodge
- B. Lodge meetings
- C. Lodge elections
- D. Results of Lodge Elections
- E. General Lodge information

Notices and announcements shall not contain anything political or anything reflecting on any labor organizations, and no material, notices or announcements which violate provisions of this Section shall be posted. No Lodge material shall be posted on any other bulletin board or any other place of the City or of the Police Department.

Any Lodge authorized violations of this Section shall entitle the City to cancel immediately the provisions of this Section and remove the bulletin boards.

SECTION 3. Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered by this Agreement and it supersedes any previous agreement, verbal or written, between any of the parties hereto or between any of them and any employee(s) covered hereby.

SECTION 4. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with



respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 5. Special Meetings.

A. The employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reason(s) 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 of the receipt of the written request and shall be held between

8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings, who shall be full time employees of the City of Lansing.

B. The Lodge representatives may meet at a place designated by the employer, on the employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

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

SECTION 6. Productive Time. The Lodge agrees that working hours shall be productive hours and that there shall be no Lodge work or Lodge activity on City time and/or on the City's premises other than that specifically permitted by the express terms of this Agreement.

Except as may be provided elsewhere in this Agreement no other Lodge activity shall be conducted on City time.

SECTION 7. Effect of Invalidity of Provision of this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

SECTION 8. Uniforms. In the selection, procurement and issuance of uniforms, the City will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

SECTION 9. Clothing. Any officer always required to use ordinary street clothes as a part of his duties shall receive a clothing allowance in the sum of \$300.00 prorated on a quarterly basis.

SECTION 10. Uniform Maintenance. Dry cleaning and laundering of the officers uniforms shall be paid by the City, not to exceed \$90.00 per annum.

SECTION 11. No officer can receive both clothing allowance and uniform maintenance as referred to in Section 9 and 10 above.

SECTION 12. Gun Allowance. A gun allowance of \$150.00 per year shall be given every officer in the Police Department.

## ARTICLE XX

### GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance. A grievance is defined as a claim reasonably and sensibly founded of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provision of their definition shall be automatically denied as not constituting a valid grievance.

SECTION 2. Steps of the Grievance Processing. An employee at anytime may present a grievance to his immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement provided that the employees representative has been given opportunity to be present at such adjustment. The employee shall suffer no loss of pay for the time spent with his first line supervisor to discuss the grievance. If the issue is unresolved, the employee, on his own time, may contact his representative who, on his own time, shall reduce the grievance to writing, on a form provided by the City and then present it according to the following procedure and to all of the rules for grievance processing of Section 3, of this Article. Failure to comply with all of the requirements as set forth in the following

grievance procedure or to the rules for grievance processing shall be used by a management representative at any step as a basis of permanent grievance denial. Any grievance so designated shall not be appealed to the next higher step nor shall it be re-submitted as the designation of permanent means not reviewable in any form whatsoever.

STEP 1. A representative, no later than three days following the employee contact shall present the written grievance to the grievant's Command Officer. The Command Officer, no more than two (2) days later, shall write his answer on the form and return it to the Steward.

STEP 2. If the Command Officer's answer in Step 1, denying a grievance, is not satisfactory to the grievant, the representative of the Lodge may, within two (2) days thereafter, present it to the Police Chief or his designated representative who shall answer it, in writing, on the form, no more than two (2) days later.

STEP 3. If the answer of the Police Chief in Step 2 is not considered satisfactory by the employee, the President of the Lodge or his designee may, within three (3) days thereafter, present it to the City's Labor Relations Supervisor.

The Labor Relations Supervisor may call a meeting at which any participant who has participated in a previous step may attend.

The Labor Relations Supervisor shall answer the grievance, in writing, no later than five (5) days after it is presented to him.

STEP 4. If the answer of the Labor Relations Supervisor in Step 3 is not considered satisfactory by the employee, the President or his designee, within seven (7) days thereafter, shall give the Personnel Director notice of desire for consideration of the grievance by the Appeal Board.

The Appeal Board shall consist of the City Personnel Director and one other member of the City Administration Staff and two (2) representatives of the Lodge. The Appeal Board shall meet within seven (7) days of the Lodge's appeal to it. Upon receipt of the aforementioned request from the Lodge's President or his designee, the Personnel Director shall designate the time, date and location of the meeting(s) and shall notify the Lodge in writing at least two (2) days prior to the meeting(s). A quorum shall consist of all four Appeal Board members. At this meeting the Appeal Board will review the facts as they relate to the interpretation and application of the contract. If, at the end of fifteen (15) days and after at least two (2) meetings, the Appeal Board is unable to resolve the issue, a fifth person to be selected by the four members of the Appeal Board, shall be called upon to join the Board.

STEP 5. If the parties cannot agree on an impartial person, they shall request a list of names from the Michigan Employment Relations Commission and by mutual agreement, select the fifth person. The Appeal Board Parties, prior to the time any hearing is held by the arbitrator, shall mutually agree to the question to be decided and

shall then transmit this question to the arbitrator who shall render his decision according to all of the following:

1. The arbitrator shall answer in writing, within thirty (30) days after the hearing, only the question as above submitted according to the application and interpretation of this Agreement.
2. The arbitrator is specifically prohibited from adding to, subtracting from, or modifying this Agreement in whole or in part and he is further prohibited from rendering any decision concerning the definition of the bargaining unit as defined in Article I, or any provision of Article II of this Agreement.
3. The arbitrator is also prohibited from rendering any decision which is contrary to the Public Policy of this City or State, any decision in violation of this provision may be reviewable by a court of competent jurisdiction who has the power only to set aside the decision.
4. The award of the arbitrator shall be the award of the Appeal Board and it shall be final and binding, providing three as above stated has not been violated, on the City, the Lodge and any employee covered by this Agreement.
5. Once the question has been submitted to the arbitrator, neither party is permitted to withdraw the case from the arbitrator.
6. Any expense incurred in the payment of fees to the arbitrator shall be paid equally by the parties to this Agreement.
7. The arbitrators decision shall be based only upon the written briefs submitted to him from either party at a hearing.
8. An arbitrator is prohibited from deciding multiple issues. More than one issue may be surrounding a grievance, but the arbitrator shall decide only the issue submitted to him.

SECTION 3. Rules of Grievance Processing.

A. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their required duties.

B. No grievance shall be valid for more than five (5) work days prior to the date the grievance was first filed in Step 1 of the grievance procedure.

C. Management representatives shall date and sign the grievance indicating receipt thereof.

D. When a management representative returns the form with his answer on it, the grievant shall date and sign the grievance indicating receipt thereof.

E. A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.

F. A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.

SECTION 4. Grievance Form.

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Alleged Provision Violated: \_\_\_\_\_

Statement of Facts: \_\_\_\_\_

Proposed Solution: \_\_\_\_\_



\_\_\_\_\_  
Lodge Representative's Signature

\_\_\_\_\_  
Employee's Signature

Step I. Receipt Date: \_\_\_\_\_

\_\_\_\_\_  
Command Officer's Signature

Command Officer's Recommendation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lodge Representative's  
Signature

\_\_\_\_\_  
Return Date

\_\_\_\_\_  
Command Officer's Signature

Step II Receipt Date \_\_\_\_\_

\_\_\_\_\_  
Police Chief's Signature

Police Chief's Recommendation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lodge Representative's  
Signature

\_\_\_\_\_  
Return Date

\_\_\_\_\_  
Police Chief's Signature

Step III Receipt Date: \_\_\_\_\_

\_\_\_\_\_  
Labor Relation's Supv. Signature

Labor Relations Supervisor's Recommendation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
President's Signature

\_\_\_\_\_  
Return Date

\_\_\_\_\_  
Labor Relations Supv.  
Signature

Final disposition by Appeal Board or an arbitrator:  
\_\_\_\_\_  
\_\_\_\_\_