

6/30/86

AGREEMENT

BETWEEN

CITY OF ST. JOHNS

and the

FRATERNAL ORDER OF POLICE

CAPITOL CITY LODGE NO. 141

ST. JOHNS POLICE DEPARTMENT DIVISION

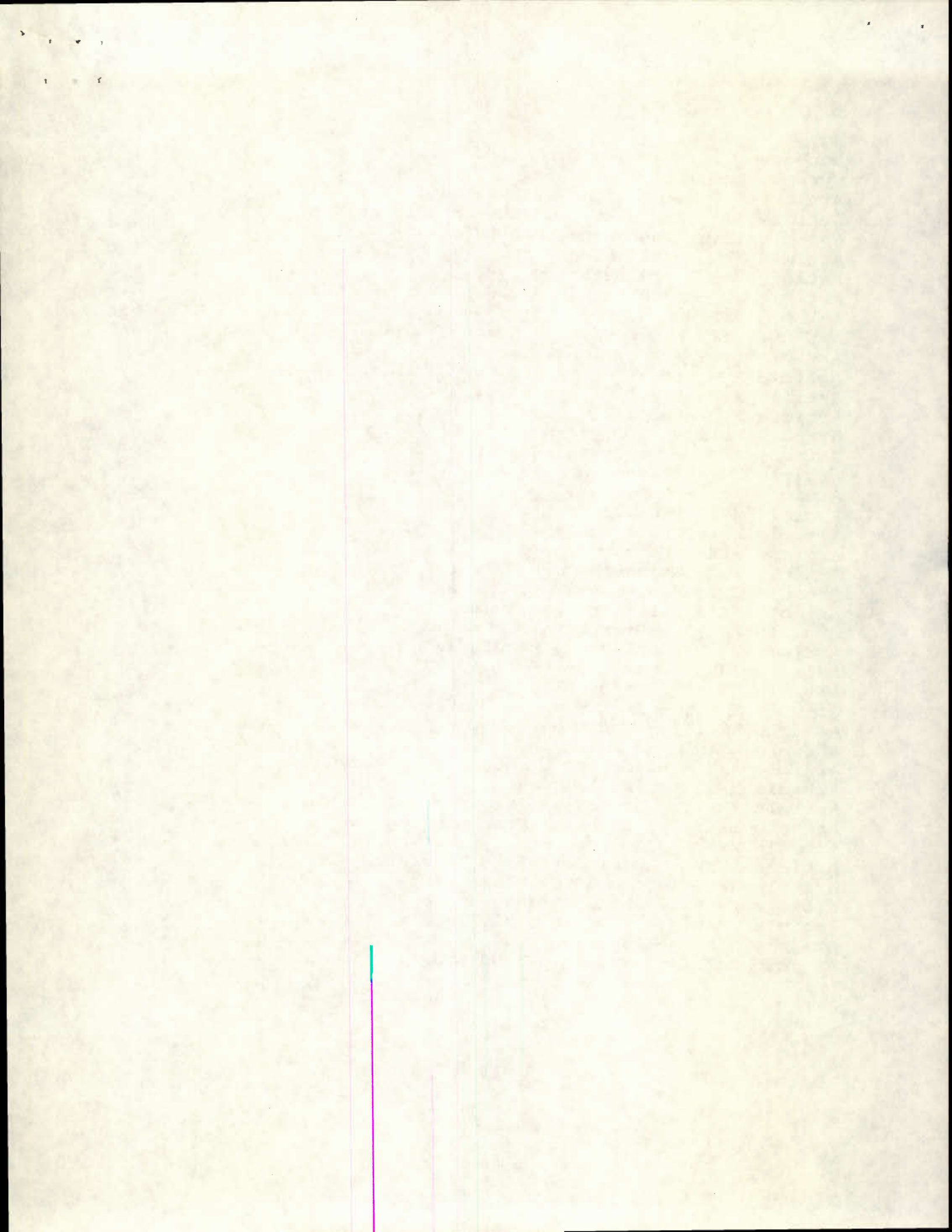
Non-Supervisory

July 1, 1984 to June 30, 1986

St. Johns, City of

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INDEX

Agreement	1
Purpose and Intent	1
Article I - Recognition of the Lodge	1
Article II - Definition of the Bargaining Unit	2
Article III - Management Rights	2-3
Article IV - Public Security	3-4
Article V - Lodge Security	4-5
Article VI - Save Harmless	5
Article VII - Dues Checkoff	5-6
Article VIII - Grievance Procedure	6-10
Article IX - Work Rules	10
Article X - Probationary Period	10-11
Article XI - Layoff	11
Article XII - Recall	11
Article XIII - Employee Responsibilities	11-13
Article XIV - Employment Application	13
Article XV - Change in Personal Status	13
Article XVI - Gender	13
Article XVII - Captions	13
Article XVIIII - Irregular Part Time	14
Article XIX - Workweek	14
Article XX - Work Schedule	14-15
Article XXI - Absenteeism	15
Article XXII - Performance Evaluation	15
Article XXIII - Overtime	15-16
Article XXIV - Residency Requirement	16
Article XXV - Emergency Call-Out	17
Article XXVI - Uniforms	17
Article XXVII - Sick Leave	17-18
Article XXVIII - Vacations	18-19
Article XXIX - Holidays	19
Article XXX - Bereavement and Personal Days	19-20
Article XXXI - Life Insurance	20
Article XXXII - Accident & Sickness (Disability)	20
Article XXXIII - Worker's Compensation	20-21
Article XXXIV - Retirement	21
Article XXXV - Hospitalization Insurance	21-22
Article XXXVI - Longevity Plan	22
Article XXXVII - Auto - Equipment	22
Article XXXVIII - Educational Benefit	22
Article XXXIX - Pay Plan	22-23
Article XXXX - Termination and Modification	23
Ratification.	24

AGREEMENT

This Agreement is effective as of the first day of July, 1984, by and between the City of St. Johns, Michigan, hereinafter referred to as the "City" and the Fraternal Order of Police, Capitol City Lodge No. 141, St. Johns Police Department Division, hereinafter referred to as the "Lodge". Where not specifically abridged by this Agreement, all personnel covered by this Agreement are subject to the City of St. Johns Personnel Rules, as amended:

PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Lodge encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I. Recognition of the Lodge

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of the State of Michigan of 1965, as amended, the City hereby grants sole and exclusive bargaining for all employees covered by the bargaining unit.

ARTICLE II. Definition of the Bargaining Unit

The bargaining unit shall consist of all employees employed by the City of St. Johns, Michigan, 121 East Walker Street, St. Johns, Michigan, 48879, in the Police Department, in the following positions: full-time, sworn patrolmen, but excluding all City officials, elected or appointed; confidential employees; supervisors; part-time employees; dispatch detective-sergeants; sergeant; and all other employees employed by the City of St. Johns, Michigan.

ARTICLE III. Managements Rights

The City, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the St. Johns' code and any modifications made thereto and any resolutions passed by the 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 operations; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the

construction of new facilities or the improvement of existing facilities; (d) to determine the number, locations, and type of facilities and installations; (3) to determine the size of the work force and increase or decrease its size, (f) to hire, assign and layoff employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to permit municipal employees other than police department employees to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services and is determined to be an emergency; (h) to direct the work force, assign work, and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification; (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 just cause; (m) to adopt, revise, and enforce working rules and carry out cost and general improvement programs, however, no rule or regulation shall be adopted hereafter without notice to the Lodge; and its reasonableness may be subject to the Grievance Procedure; (n) to transfer, promote and demote employees from one classification, department or shift, to another, (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE IV. Public Security

The Lodge recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes

or work stoppages are detrimental to the public safety and welfare. The Lodge therefore agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this Section by the Lodge shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this Section shall be subject to discharge or other disciplinary action as may be determined by the Employer.

ARTICLE V. Lodge Security

All employees of the bargaining unit shall be required as a condition of continued employment within thirty-one (31) days after the signing of this Agreement, or after thirty-one (31) days of employment, whichever is later, to either become and remain members in good standing of the Lodge, or pay a representation fee to the Lodge which sum shall accurately represent the amount for said employee due the Lodge as their fair share of the costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national or other dues and assessments or other amounts for Lodge activities. At the time of execution of this Agreement, the regular monthly Lodge dues are Fifteen Dollars (\$15), and the representation fee is Fourteen Dollars (\$14); however, the Lodge, pursuant to its constitution and bylaws, may raise the dues

accordingly. The requirements set forth above shall become effective thirty (30) days after the execution date of this Agreement.

ARTICLE VI. Save Harmless

In the event the Employer, acting on the request of the Lodge, discharges or attempts to discharge an employee at the Lodge's request, the Lodge shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE VII. Dues Checkoff

The City agrees to deduct the monthly Lodge dues or the representation fee from the pay of an employee subject to the following:

1. The Lodge shall obtain from the employee a completed checkoff authorization form which shall conform to respective state and federal laws concerning that subject. The checkoff authorization form shall be filed with the payroll department, who may return an incomplete or incorrectly completed form to the Lodge's treasurer and no checkoff shall be made until such deficiency is corrected.

2. The Lodge shall provide at least thirty (30) days written notice to the City treasurer of the amount of Lodge dues and/or representation fees to be deducted from the wage of an employee in accordance with this Section.

3. The Lodge agrees to defend, 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 representation fee or reliance on any list, notice, certificate or authorization furnished under this Section. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent to the Lodge.

4. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Lodge.

5. The Lodge agrees that at no time will it solicit or collect monies of any kind on Employer time.

ARTICLE VIII. Grievance Procedure

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, in recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The Grievance Procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance. All grievances must be signed and dated by the aggrieved employee and his representative and name the articles that are being violated. All grievances must be filed within five (5) calendar days after the

occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

An employee shall first discuss any complaint with his immediate supervisor. In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, or other officers in the chain of command, the matter shall be resolved in the following manner:

STEP ONE: Within five (5) days of grievant knowing of the occurrence of the event upon which the grievance is based, the grievance must be submitted to the Chief or his designee. The grievance shall be dated and signed by the aggrieved employee and the Lodge representative and shall set forth the facts, including dates and provisions of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief or his designee receives the written grievance. The Chief or his designee shall then answer the grievance, in writing, within five (5) days after the date of the receipt of the written grievance and deliver a copy of the answer to the Lodge representative.

STEP TWO: If the grievance has not been resolved, then within four (4) days after receipt of the Step One answer a Lodge's representative may appeal the grievance to the City Manager by a written request indicating why the Step One answer was unsatisfactory. As soon as possible, but no later than ten (10) days following receipt of the appeal, the City Manager shall schedule a meeting with the Lodge representatives. The Lodge shall have the right to have the representative from non-Lodge membership at such meeting, provided that notice of such desire is given to the City Manager, in writing, along with the written request for a Step

Two meeting. The City Manager shall then answer the grievance in writing, within seven (7) days from the date of the meeting at which time the grievance was discussed.

STEP THREE: Before a grievance is submitted to Step Four for arbitration, either party has the right to schedule a meeting within ten (10) days after the City Manager's answer in writing set forth in Step Two above. If either party requests such a meeting, the other party shall be obligated to meet. The meeting will take place no later than fifteen (15) days after the request has been made. If neither party requests such a meeting, the grievance proceeds to Step Four at the expiration of the ten (10) days set forth herein. The City Manager shall schedule the meeting with the Lodge Representative. The Lodge shall have the right to have the representative from non-Lodge membership present at such meeting, provided that notice of such desire is given to the City Manager in writing. The City Manager shall then answer the grievance, in writing, within seven (7) days from the date of the meeting, at which time the grievance was discussed.

STEP FOUR: In the event the parties in Step Three are unable to agree upon a final settlement on the grievance, settlement may be determined by decision of an arbitrator selected by the parties. In the event they cannot agree upon an arbitrator within five (5) days, the arbitrator shall be selected by the American Arbitration Association in accordance with their rules.

Grievances within the meaning of the Grievance Procedure and of this arbitration clause shall consist only of disputes about an interpretation or application of the articles of this Agreement and about alleged violations of this Agreement.

The City and the Lodge representatives 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 not add to, detract from, ignore, or change any of the terms of this Agreement.

2. Either party shall furnish to the arbitrator and to the other party whatever facts or materials the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided however, that such facts or material must have been discussed at some point in the Grievance Procedure preceding this Step Four.

3. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the hearing. The parties reserve the right to submit written briefs.

4. The charges of the arbitrator for his fees and expenses shall be shared equally by the City and the Lodge.

5. The arbitrator's decision shall be final and binding upon both parties.

The time limits of any step in the Grievance Procedure may be extended only by mutual agreement in writing between the parties. In the event the City fails to reply to a grievance at any step of the procedure within the specified time limit, the Lodge shall process the grievance to the next step, except that nothing herein contained shall be construed so as to automatically refer a grievance to the Step Two level. In the event the Lodge does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the City's last answer. The reference to "days" in this provision shall mean calendar days excluding Saturdays, Sundays, and holidays.

Meetings of the City Manager and the Lodge's committee as provided for in the second step of the Procedure shall be scheduled by the City Manager at a time which minimizes the loss of manpower in the Police Department.

ARTICLE IX. Work Rules

(a) The Employer reserves the right to publish and enforce from time to time work rules, policies, and regulations. The Lodge shall have the right to grieve, within three (3) days of their effective date, the reasonableness of any new work rule established by the Employer.

(b) The Lodge agrees that the presently established rules, regulations, policies, and procedures as outlined in the executive orders and Police Department Rules and Regulations shall remain in effect and agrees to abide by such rules, regulations, policies and procedures. However, this Article will not be exercised in violation of any provisions of the Agreement.

(c) Any employee who is disciplined or discharged without just cause will have the right to grieve the existing work rules, if applicable. If an employee who is discharged files a written grievance, the grievance will be submitted to Step Three of the Grievance Procedure. Both parties are allowed outside counsel if desired in these proceedings.

ARTICLE X. Probationary Period

(a) All new employees shall be probationary employees until they have completed six (6) months of employment, after which their names shall be placed on the seniority list as of their last date of hire. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him for a regular

employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the City without regard to his relative length of service. If the City wishes to extend the probationary period for an employee whose performance has not been fully satisfactory, the City may do so for an additional period of not to exceed three (3) months, by giving prior notice in writing and reasons therefore to the employee and the Lodge.

(b) All employees who are hired after the signing of this Agreement shall serve the probationary period as outlined in Paragraph (a) above, plus his initial Academy Police Training School time.

ARTICLE XI. Layoff

If it is necessary to reduce the number of employees, the employees shall be removed on the basis of their seniority, provided always, that the remaining employees have the skill to perform the available work in the rank.

ARTICLE XII. Recall

Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to report for duty after notice. If the City is unable to contact an employee personally, notice shall be given by certified mail to his last known address.

ARTICLE XIII. Employee Responsibilities

(a) Absences and Tardiness: Employees are expected to be to work on time. If an employee is, or will be late or absent from work, his immediate supervisor must be notified prior to the normal starting time, or as soon after as possible. Disciplinary action

will be taken for unexcused absences or tardiness, resulting in loss of pay.

(b) Outside Employment: Outside employment should never be permitted to interfere with duties with the City, whether in terms of "Conflict of Interest" or in physical capabilities. It is hoped that an employee will consult with his Department Head when outside employment is contemplated.

(c) Vehicle Op.: When operating any City-owned vehicle or equipment, an employee is responsible for its proper use and care. Any defects should be reported to the City Garage for repair. All City vehicles should be operated according to all local traffic laws, except in instances of extreme emergency.

If involved in an accident with a City vehicle, an employee is required to:

1. Render any necessary assistance to injured persons.
2. Take name(s) and address(es) of all involved in the accident, including witnesses present.
3. Notify the Police and his Department Head.

City vehicles shall not be used for any purposes other than City business.

(d) Safety: Care, caution and common sense are basic accident prevention elements in any occupation. Report any accident, unsafe work practices and rules when using any equipment and do not take chances.

(e) Injury on the Job: Any injury on the job should be reported immediately to the Department Head and an accident report should be made out.

(f) Personal Affairs: An employee is expected to maintain his personal affairs, including his financial dealings, in keeping with an acceptable standard of conduct. It is hoped that each employee

will not let his private life reflect unfavorably upon the City of his work with the City.

ARTICLE XIV. Employment Application

(a) All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

(b) The Employer reserves the right of dismissal upon finding omission or falsification of fact on the employment application.

ARTICLE XV. Change in Personal Status

Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status or number of dependents promptly, within ten (10) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE XVI. Gender

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE XVII. Captions

The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE XVIII. Irregular Part Time

Irregular part-time employees may be used for the purpose of filling in for emergencies, special events, leave of absence of regular full-time employees and other than this Article, the provisions of this Agreement do not apply to irregular part-time employees. Irregular part-time employees will not be used to displace a regular full-time or part-time employee.

ARTICLE XIX. Workweek

Employees covered by this Agreement will be working a 10 - 4 work schedule. Due to the rotation of days off in the 10 - 4 schedule, officers working more than forty (40) hours in any calendar week shall not be entitled to overtime as they will in subsequent rotations work twenty (20) hours in one week. Overtime will be paid at one and one-half (1 1/2) times the straight hourly rate for all hours worked over ten (10) hours a day.

The 10 - 4 schedule shall remain in effect until bargained away by the parties hereto or in case of emergency or lack of personnel, it is necessary for the Chief to temporarily depart from that schedule. Except for the aforementioned emergency or lack of personnel, if the schedule is terminated, the subsequent schedule change following said termination will not go into effect until the end of the fifty-six (56) day schedule cycle.

This Article shall not be construed as and is not a guarantee of any number of hours of work or pay in a work day or work week.

ARTICLE XX. Work Schedule

A work schedule shall be posted covering a minimum of twenty-eight (28) calendar days indicating the normal workday of every

member of the bargaining unit. Leave days shall be posted with the Shift schedule. Changes may be made in the posting schedule by the Chief of Police or his designated representative as may be required to meet the needs of the Department.

*NOTE: See the Police Department Manual.

ARTICLE XXI. Absenteeism

Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the City.

ARTICLE XXII. Performance Evaluation

The job performance of each individual new employee shall be evaluated at twenty (20) days by the Chief and before completion of five (5) months of employment, and at one (1) year of employment. Thereafter, the job performance of every employee shall be evaluated at least once a year, unless it is necessary to document an employee's performance prior to the normal review date.

In evaluating job performance, the employee's entire employment record shall be considered including: job knowledge, quality and quantity of work, performance factors. The performance evaluation shall be reviewed with the employee by his supervisor and/or Department Head. Recommendations for improvement in job performance shall be explained to the employee at this time and he shall have an opportunity to discuss his performance. The performance evaluation shall be signed by the Chief and the employee being evaluated.

ARTICLE XXIII. Overtime

(a) Overtime will be paid at one and one-half (1 1/2) times the straight hour rate for all hours worked over ten (10) hours per day.

(b) Overtime pay will be paid at one and one-half (1 1/2) times the straight time hour rate for all hours worked over eighty (80) hours per pay period. It is understood, however, that days off, (leave days), shall be conferred on the basis of no less than two consecutive days and that in no event shall an employee covered by this Agreement be required to work more than five (5) consecutive days, except every 56th day when the officer works eight (8) consecutive days due to shift rotation; that an employee required to work a changed schedule under these provisions will receive at least three (3) days advance notice of said change and these provisions will not be invoked by management solely for the purpose of avoiding overtime. If these provisions are not complied with, the employee so affected will be entitled to payment at overtime rates for those periods worked by said employee in violation thereof.

(c) Employees who are required to attend court on his off-duty hours, overtime will apply to actual time in Court duty with a two (2) hour minimum at time and one-half, but only when the officer has been served with a subpoena or a written notice to appear.

ARTICLE XXIV. Residency Requirement

All employees subject to emergency work and all department heads are expected to live within a twelve (12) mile radius of the Courthouse, City of St. Johns, provided the following criteria are met:

- (1) That the proposed residence be located on a "reasonable" road so as to allow ingress and egress in inclement weather.
- (2) That no transportation will be afforded in City-owned vehicles.
- (3) That the proposed residence would meet the approval of the Chief of Police.

ARTICLE XXV. Emergency Call-Out

At any time an employee is called out on any emergency, he shall receive not less than two (2) hours of straight time.

ARTICLE XXVI. Uniforms

- (a) All uniforms are furnished to the employees by the City.
- (b) All leather gear is furnished.
- (c) There is a cleaning allowance of \$200.00 per year.
- (d) One (1) pair of shoes per year furnished by the City.
- (e) A service revolver furnished by the City.

During the term of the Agreement, the City agrees to purchase protective vests (point blank body armor or equivalent style), for those employees in the bargaining unit who will sign an affidavit that he or she will wear such protective vest at all times, while on patrol duty. If the employee fails to comply with the signed affidavit he/she will reimburse the City for the full cost of the protective vest.

ARTICLE XXVII. Sick Leave

(a) Sick leave with pay is granted to all regular employees at the rate of eighty (80) hours per calendar year. Sick leave is a privilege which may be used at the discretion of the employee, but will be allowed only in case of necessity and actual sickness or disability of the employee. To receive compensation while on sick leave, the employee must have notified his Department Head prior to or within four hours of the time he would normally have reported to work.

(b) Pay for Unused Sick Leave: Employees may not accumulate sick leave from year to year. Unused sick leave will be paid up to a maximum of eighty (80) hours annually at the regular daily rate of the employee, to each employee annually on the pay nearest

December 15th. (The additional sums to be paid this calendar year.)

(c) Upon retirement or proper termination of employment, any unused sick leave will be included in termination pay.

ARTICLE XXVIII. Vacations

(A) Vacations will be granted as follows:

Eighty (80) hours with pay will be granted at the end of one (1) year's service.

One Hundred Four (104) hours with pay will be granted at the end of five (5) years of service.

One Hundred Twenty (120) hours with pay will be granted at the end of ten (10) years of service.

One Hundred Sixty (160) hours with pay will be granted at the end of fifteen (15) years of service.

(B) All vacation time off shall be utilized during the year following its being earned, except that an employee may carry over to the following year, up to two (2) days of unused vacation.

(C) Employees are required to take at least forty (40) hours of consecutive days vacation each year. Employees are not allowed to take more than two (2) consecutive weeks of vacation at any one time. Additional vacation days may be taken by the employee in any increments of one (1) day or more, provided that no more than two (2) such days fall on a weekend which is defined as a Saturday and/or a Sunday.

(D) All vacations shall be requested at least thirty (30) days in advance.

(E) Upon retirement or other proper termination of employment, unused vacation will be included in the termination pay.

(F) Employees who are required to work scheduled swing shifts and who must work a regular period on approved paid holidays, shall receive an additional day's vacation for each holiday they are required to work, or they may be paid double time in lieu of the extra vacation.

(G) Dismissal for any just cause will forfeit any vacation rights or benefits.

(H) Whenever a paid holiday falls during an employee's vacation, it will not be counted against his vacation.

ARTICLE XXIX. Holidays

(a) The paid holidays have been designated as:

New Years Day	Thanksgiving Day
Good Friday (1/2 day)	Day After Thanksgiving
Memorial Day	1 Day Before Christmas
Independence Day	Christmas Day
Labor Day	1 Day Before New Years
Veterans Day	Birthday

(b) If any of the above holidays fall on Saturday, the preceding Friday shall be the observed holiday. If any of the above holidays fall on Sunday, the following Monday shall be the observed holiday. The observations of the employees birthday as a holiday, may be taken on the employees actual birthdate or, at the option of the employee, on an alternate date, subject to the approval of the Chief, to facilitate scheduling within the calendar year.

It is understood that if the employee opts to take an alternate date, he will not be compensated at time and one half for working on the actual birthdate.

Any additional days so designated by the City Commission, shall be paid holidays.

(c) 1 1/2 times the hourly rate will be the pay rate on holidays.

ARTICLE XXX. Bereavement and Personal Days

(a) Employees hereunder shall receive three (3) bereavement days and two (2) personal days per year. Bereavement Days may be used to attend funerals. Personal days may be used for business of a personal nature.

(b) Personal Days may not be used for sickness, seeking other employment or snow days. Personal days may be used for sick days if the employee's sick time has been exhausted.

ARTICLE XXXI. Life Insurance

The City agrees to provide a term life insurance policy face value to be equal to the employees' base wage, rounded to the nearest One Thousand (\$1,000.00) dollars with a maximum of Twenty Thousand (\$20,000.00) dollars, with double indemnity for accidental death while on duty.

ARTICLE XXXII. Accident & Sickness (Disability)

(a) Short Term: Each regular employee will be insured in a group disability plan that will pay a weekly benefit of 70% of the employee's regular pay up to a maximum of \$350.00 a week, the benefit to be payable the 8th day following a non-occupational illness or the 1st day after an accident and said benefit shall be paid for periods up to 13 weeks for each occurrence (Canada Life).

(b) Long Term: Each regular employee will be insured in a long term disability sick and accident plan that will pay to the employee, after the 91st day of continued disability, 67% of the employee's earnings up to a maximum of \$2,500.00 monthly less Social Security benefits, if any, through the age of 65 years. (Canada Life).

ARTICLE XXXIII. Worker's Compensation

(a) The City carries worker's compensation insurance, as required by law, to protect all employees in the event of injury or death while in the performance of their job.

(b) Sick Leave and Worker's Compensation: An employee

receiving worker's compensation for injuries suffered as a City employee will continue to be paid the difference between his/her worker's compensation and his/her regular pay for the first ninety (90) days. This means the employee must sign over his/her worker's compensation to the City for this period and in return will receive his/her standard pay from the City. Beyond the 90th day, the employee must use sick leave or vacation to make up the difference.

ARTICLE XXXIV. Retirement

The City shall pay in full, retirement for those employees covered under this Agreement and shall make available to said retirees Blue Cross/Blue Shield hospitalization insurance for the employee and dependents at group rates, the payments for which are to be paid by the employee. In addition, employees may include military time in the computation of their retirement benefit provided for and in accordance with the military service definition currently in effect in the MERS Retirement System.

ARTICLE XXXV. Hospitalization Insurance

(a) The employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be provided shall be the City's current plan or equivalent. This coverage shall be applied to all employees covered by the terms of this Agreement.

(b) The above-stated coverage shall commence no later than thirty (30) days following employment.

(c) A substitute carrier and an equivalent plan are subject to negotiations if the coverage thereunder is substantially different than what is presently provided.

(d) If any other group receives additional health benefits or are awarded dental benefits by the City, this unit shall be

accorded the same benefits.

ARTICLE XXXVI. Longevity Pay

Each employee covered by this Agreement will receive longevity pay in accordance with the following schedule:

Three (3) years	1% of base wage
Five (5) years	2% of base wage
Ten (10) years	3% of base wage
Fifteen (15) years	4% of base wage
Twenty (20) years	6% of base wage

ARTICLE XXXVII. Auto - Equipment

The employer agrees to provide a protective guard between the front and rear seat on properly marked police cars. The employer further agrees to have all police cars equipped with air conditioning.

ARTICLE XXXVIII. Educational Benefit

In the Police Department, for those employees hired on or before October 12, 1982, the following pay increments accrue to all positions covered by this Agreement, for accredited academic attainments beyond the secondary school level, in the field of Police Administration, but only at such time as the employee has completed a minimum of two (2) years of employment with the City of St. Johns Police Department:

30 semesters or 45 term hours of credit	\$100.00 per year
60 semesters or 90 term hours of credit	\$300.00 per year
A.A. degree	\$400.00 per year
90 semesters or 135 term hours of credit	\$500.00 per year
Police Administration degree	\$700.00 per year

ARTICLE XXXIX. Pay Plan

	Effective <u>July 1, 1984</u>	Effective <u>July 1, 1985</u>
Starting	\$15,360.00	\$16,282.00

ARTICLE XXXIX. Pay Plan continued

	<u>Effective July 1, 1984</u>	<u>Effective July 1, 1985</u>
Six (6) months	\$16,211.00	\$17,184.00
Twelve (12) months	17,061.00	18,085.00
Eighteen (18) months	18,032.00	19,114.00
Twenty-four (24) months	19,121.00	20,268.00
Thirty (30) months	20,212.00	21,425.00
Thirty-six (36) months	21,303.00	22,581.00

ARTICLE XXXX. Termination & Modification

This Agreement will become effective July 1, 1984, and shall continue in full force and effect until 11:59 p.m. June 30, 1986.

If either party desires to amend and/or terminate this Agreement, it shall 90 days prior to the above termination date, give written notification of same.

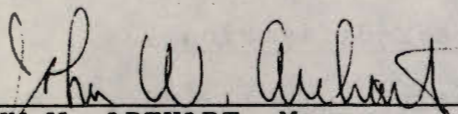
If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days written notice prior to the current year's termination date.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Lodge, to 600 First of America Bank Bldg., Lansing, MI 48933, and if the Employer, to 121 East Walker Street, St. Johns, MI 48879, c/o Mr. Randy Humphrey, City Manager, or to any such address as the Lodge or the Employer may make available to each other.

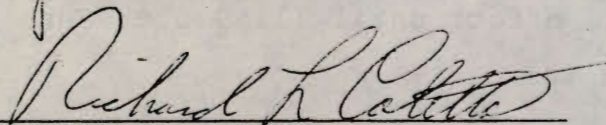
RATIFICATION

IN WITNESS WHEREOF, the parties have set their hands and seals this 9th day of November, 1984.

FOR THE CITY OF ST. JOHNS:

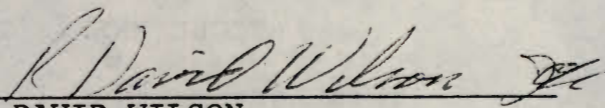


JOHN W. AREHART, Mayor

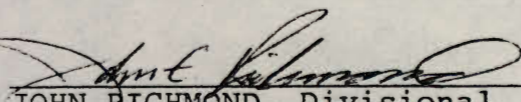


RICHARD L. COLETTA
City Clerk

FOR THE FRATERNAL ORDER OF POLICE,
CAPITOL CITY LODGE NO. 141:



R. DAVID WILSON
Lodge Counsel



JOHN RICHMOND, Divisional
Representative, F.O.P., #141

AMENDMENT TO ARTICLE XXXIV. (Retirement)

Any changes accorded to any other employees of the City of St. Johns in regards to the retirement benefits will be accrued to the benefits of members of this unit-Blue Cross-Blue Shield.

