

3581

6/30/98

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AGREEMENT

between

CITY OF NEW BUFFALO

and

POLICE OFFICERS LABOR COUNCIL

July 1, 1995 until June 30, 1998

New Buffalo, City of

6/30/98

3581

MEMORANDUM OF AGREEMENT

The CITY OF NEW BUFFALO and the POLICE OFFICERS LABOR COUNCIL agree that:

1. Wage increases for bargaining unit members which are scheduled to be implemented on July 1, 1997, will be deferred until the first payday after October 15, 1998. On the first payday following October 15, 1998, all deferred wages shall be paid in full.
2. Until July 1, 1998, no full-time bargaining unit members will be laid off unless all part-time and reserve officers are also laid off.
3. The City will implement and make available to bargaining unit members a Section 457 voluntary wage reduction deferred compensation program administered through the International City Management Association.

Dated:

May 13, 1997

POLICE OFFICERS LABOR COUNCIL

By: [Signature]
JAMES QUINN

Dated:

May 13, 1997

POLICE OFFICERS LABOR COUNCIL

By: [Signature]
MICHAEL LANIER

Dated:

May 13, 1997

CITY OF NEW BUFFALO

By: [Signature]
GARY CAREY, City Manager

New Buffalo, City of

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AGREEMENT

This Agreement made and entered into this 19th day of September, 1995, at New Buffalo, Michigan, by and between the CITY OF NEW BUFFALO, hereinafter referred to as the "Employer," and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union."

PURPOSE AND INTENT

It is the intent and purpose of the parties hereto that this Agreement shall set forth rates of pay, hours and other conditions of employment to be observed by the parties hereto. It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the Union which will permit safe, economical and efficient operations of the New Buffalo Police Department, hereinafter referred to as the "Department."

ARTICLE 1. RECOGNITION

Section 1: Collective Bargaining Unit. The Employer recognizes the Union as the exclusive representative of all employees in Unit described for the purposes of collective bargaining: All full-time employees of the Police Department including Patrol Officers, Sergeants, and Lieutenants, but excluding the Chief of Police. The City, and its agents, agrees not to negotiate, for the duration of this agreement, with any other labor organizations, representatives of other labor organizations, or with any individual, including bargaining unit members.

ARTICLE 2. NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit by the Employer and there will be no discrimination with respect to conditions of employment, national origin, sex, race, marital status or creed.

ARTICLE 3. GENDER

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

ARTICLE 4. REPRESENTATION

Section 1: Collective Bargaining Committee. The Employer agrees to recognize a bargaining committee of three (3) members, one of which is a bargaining unit member of the Department and no more than two (2) representatives of the Union. The purpose of this committee is to administer this Agreement in accordance with its provisions and for the purpose of contract negotiations.

Section 2: Access. An accredited representative of the Police Officers Labor Council will be granted admittance to the Department during regular working hours for the purpose of investigating or adjusting grievances, provided notice is given in advance to the Chief of Police. In no event shall any such representative interfere with the normal operations of the Department.

Section 3: Bargaining Unit Membership. Within thirty (30) days, as a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Police Officers Labor Council Labor Program, which shall be an amount equivalent to the amount of dues uniformly required of members of the bargaining unit, subject to any rights as may be provided by law.

The Employer agrees to deduct the membership dues or representation fee from the pay of each employee who signs an authorization for payroll deductions on a form provided by the Police Officers Labor Council. The amount to be deducted shall be certified to the Employer in writing by the Police Officers Labor Council. The Employer shall remit said deductions with an itemized statement along with the names of employees for whom deductions were made, to such persons and address's designated by the Police Officers Labor Council. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from a bargaining unit member's pay of Union dues.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1: Rights. It is hereby agreed that the customary and usual rights, powers, functions and authority of the management are vested in the Chief of Police, City Manager and the City of New Buffalo. These rights include those provided by statues or law along with the right to direct, hire, promote, transfer and assign a bargaining unit member; to investigate, suspend, demote, discharge for just cause or to take other disciplinary actions that are necessary to maintain the efficient enforcement of rules and regulations insofar as such rules and regulations are not inconsistent with the terms of this Agreement; the right to reduce the work force where justified by lack of funds, lack of work or other legitimate reasons; the right to sub-contract work so long as such contracting is not done for the sole purpose of reducing the number of employees in the bargaining unit.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 1: Definition. A grievance is defined as a dispute over the meaning and application of this agreement which is raised by an aggrieved bargaining unit member or by the Union.

Section 2: All grievances shall be processed in accordance with the following procedure:

Step 1: Within five (5) working days from the event which caused the grievance, a bargaining unit member shall discuss the grievance with the Chief of Police. If the aggrieved bargaining unit member so requests, the Chief shall arrange a convenient

time for a meeting with the bargaining unit member and one (1) representative of the bargaining committee. The Chief shall give his reply to the grievance within five (5) working day after such meeting.

Step 2: If the dispute is not settled in Step 1, it may be processed under this step, by written notice to the City Manager or in his/her absence, the Mayor, within three (3) working days following the reply in Step 1. A Step 2 meeting shall be held within five (5) working days following the request. If the grievant so requests, he/she shall be represented by the bargaining committee. The City Manager shall give a written reply within five (5) working days following the meeting.

Step 3: If the grievance is not settled in Step 2, the grievance may be appealed to the City Council within twenty (20) working days by written notice. The City Council shall hold a hearing on the appeal within ten (10) days (or longer if mutually agreed upon by the Union and the City) following the appeal. The City Council shall give its decision in writing within ten (10) days (or longer if mutually agreed upon by the Union and the City) following the hearing. The decision of the City Council shall be final and binding, except that such decision may be appealed by the Union under the arbitration procedure provided herein, or as provided by law.

Section 3: Arbitration Requests. If the grievance is not satisfactorily settled in Step 3, the Union may, within thirty (30) days following receipt of the answer, demand arbitration by submitting its demand to the City Council in writing.

Section 4: The parties shall obtain a panel and the remaining name shall be the arbitrator. The fee and expense for the arbitrator shall be borne equally by the parties.

Section 5: Arbitrator's Powers. The arbitrator shall be limited to the interpretation and application of this Agreement as written and shall have no authority to add to, subtract from or modify this Agreement in any respect. In discipline, suspensions and discharge cases, the arbitrator may order that the disciplinary action, suspension or discharge be rescinded or modified and that a suspended or discharged bargaining unit member be reinstated with full, partial or no payment of back wages and fringe benefits only retroactive to the date of filing of the grievance. Within the limitations of this Agreement, the arbitrator shall have the authority to award the remedies which the arbitrator shall consider appropriate to the circumstances. The decision of the arbitrator shall be final and binding on the bargaining unit member, the Union and Employer, as provided by law.

Section 6: Grievance Form. All grievances shall be filed promptly, and in order to be processed beyond Step 1, shall be reduced in writing on a form provided by the Department. The written grievance form which shall be signed by the aggrieved bargaining unit member shall include at least the date the grievance arose, the specific facts involved, the section of the collective bargaining agreement allegedly violated and the relief sought.

Section 7: Investigation and Settlement. A grievance may be presented at any time in accordance with the grievance procedure. The investigation, discussion, settlement and arbitration of a grievance shall be done outside of working hours unless it is necessary to investigate, discuss, settle or arbitrate a particular grievance during working hours, and, in such event, Union members shall not suffer a loss of wages or fringe benefits for the time necessarily lost from regularly scheduled working hours while participating in the grievance and arbitration procedures. See Article 4, Section 2.

Section 8: Time Limits. If any steps or actions provided for in the grievance and arbitration procedure are not taken or appeals herein provided for are not taken or filed or notice not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the reply is not timely given at any stage of the above procedure, then the grievance may be appealed to the next step in the grievance procedure as specified. Any of the above time limits set forth herein may be extended by written agreement of the parties.

Section 9: For the purposes of this Article, Saturdays, Sundays and holidays shall not be counted as working days for time limit calculations.

ARTICLE 7. NO STRIKES

The Union will not instigate, condone, engage in or take part in any strike, slowdown, stoppage of work or any other action which will curtail or impede any of the operations of the Department. Any Union member who is determined to be in violation of this Article shall be subject to disciplinary action, up to and including discharge.

ARTICLE 8. SENIORITY

A new employee shall work under the provisions of this Agreement, but shall be employed on a probationary status for twelve (12) months during which period he/she may be discharged without further recourse.

Seniority shall be based solely on length of service in the bargaining unit. A bargaining unit member shall lose his/her seniority only if he/she quits, retires, leaves the bargaining unit for another position with the Employer and that position is outside the bargaining unit, or is discharged, provided the discharge is not reversed through the procedures set forth in this Agreement.

ARTICLE 9. LAYOFF AND RECALL

Section 1: A layoff shall be defined as a reduction in the work force due to the lack of funds or lack of work or other legitimate reasons. In the event that a reduction in the work force becomes necessary, the first employees to be reduced from the Department shall be those employees who are on probation, provided, however, that the remaining employees have the necessary training and experience to perform the required work. If additional

reductions are necessary, it shall be on the basis of seniority in the bargaining unit. If layoffs become necessary, the Employer agrees to give the Union written notice setting forth the reasons for such layoffs.

Section 2: An Employee shall have recall rights for a period of eighteen (18) months. In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work.

ARTICLE 10. DISCIPLINE

Section 1: The Employer agrees that it shall not discipline or discharge a bargaining unit member except for just cause.

Section 2: Upon request, a bargaining unit member shall be entitled to representation by a Union representative at any hearing or meeting in which the bargaining unit member is in attendance and which is conducted by the Employer or Department where such hearing or meeting may reasonable lead to disciplinary action.

Section 3: The Employer shall reduce to writing all charges or alleged violations prior to a bargaining unit member being compelled to provide any answers or reports. A copy of said charges or alleged violations shall be provided to the bargaining unit member and the Union. Such charges or alleged violations shall cite the specific sections of rules and regulations or appropriate law/ordinance which the bargaining unit member is alleged to have violated.

Section 4: Upon request, a Labor Council representative shall be given a copy of all reports, complaints, or other information filed by a bargaining unit member, supervisor or any other officer or department, or department head, which are the basis for disciplinary action and within forty-eight (48) working hours of such request.

Section 5: A bargaining unit member who has been suspended or discharged may consult with his/her Union representative before he/she is required to leave the premises.

Section 6: A bargaining unit member who is disciplined shall be provided notification in writing and within twenty four (24) hours of the disciplinary action and the reasons for such discipline. A copy shall also be provided to the Union.

Section 7: In imposing discipline on a current charge, the Employer will not base its decision upon any prior infractions which occurred more than two (2) years previously and are settled matters.

ARTICLE 11. JURY DUTY

Jury duty is an opportunity for all good citizens to be of direct service in helping to solve the community's problems. If a bargaining unit member is called to serve on a jury, the

Employer will allow them time off with pay so they can carry out their civic duty. Any fees, except mileage (unless a department vehicle is used), received from the Court for such service shall be signed over to the City.

ARTICLE 12. LEAVES

Section 1: Paid Sick Leave. All bargaining unit members covered by this agreement shall receive paid sick leave according to the following schedule:

One (1) day per month.

Twelve (12) days per year.

One Hundred Twenty (120) days maximum accumulation of unused sick leave.

Sick leave may be used for personal injury or illness of the bargaining unit member or his/her immediate family (spouse and children living in the bargaining unit member's household) provided, however, no bargaining unit member shall be eligible to receive sick leave for time lost because of a work-related injury while employed or self-employed for any employer or work other than the City of New Buffalo. A bargaining unit member shall not receive payment for accrued sick time should he/she terminate service with the City for any reason.

A bargaining unit member must notify his/her supervisor when he/she is sick in order to receive sick leave benefits. If a bargaining unit member is sick for three (3) or more consecutive days, he/she may be required to submit a doctor's certificate before receiving sick leave benefits and returning to work. Any employee determined to be abusing the privileges set forth in this section may be subject to discipline, up to and including discharge. Any discipline issued under this condition shall be subject to the grievance procedure.

Section 2: Leave of Absence. A bargaining unit member may be granted a leave of absence upon good cause shown at the discretion of the Chief of Police and City Manager.

Section 3: Bereavement Leave. In the case of death of a spouse or children within the household, a bargaining unit member shall be granted leave not to exceed five (5) days with pay. Three (3) days bereavement leave shall be granted in the case of death of the bargaining unit member's mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandparents of spouse or relative in the household. In the event the funeral is to be held in excess of the three hundred (300) miles from then bargaining unit member's place of residence, two (2) additional days may be granted by the Chief of Police or City Manager.

Section 4: Vacation. All bargaining unit members shall earn vacation leave with pay in accordance with the following schedule:

One (1) week vacation after one (1) year of regular employment.

Two (2) weeks vacation after two (2) years of regular employment.
Three (3) weeks vacation after five (5) years of regular employment.
Four (4) weeks vacation after ten (1) years of regular employment.

A week is defined as forty (40) hours regular working time. Bargaining unit members shall earn one (1) additional day per year for each year beyond ten (10) years to a maximum entitlement of six (6) weeks per year.

Vacation leave must be taken during the calendar year in which it is earned. Under unusual circumstances, if the Chief of Police and/or City Manager asks that a bargaining unit member's vacation not be taken, upon request, the City Council may extend that bargaining unit member's vacation time into the next calendar year.

If a bargaining unit member becomes ill and is under the care of a duly-licensed physician during his/her vacation, the bargaining unit member's vacation will be rescheduled. In the event his/her incapacity continues through the year, the bargaining unit member will be awarded payment in lieu of vacation or the vacation will be extended into the next calendar year.

Bargaining unit members will be paid their current rate of pay during vacation. If a regular payday falls during a bargaining unit member's vacation and a written request is made two (2) weeks in advance, he/she will receive that check before going on vacation.

If a bargaining unit member is laid off or retires or severs his/her employment, the bargaining unit member will receive any unused vacation, including (provided at least ten (10) days advance notice is given in the case of a resignation) that which is accrued in the current calendar year. A recalled bargaining unit member who received, at the time of the layoff, vacation credit for the current calendar year will have such credit deducted from his/her vacation the following year.

Vacations will be granted at such time during the year as requested by the bargaining unit member, based on operation. Members of the bargaining unit shall select vacation periods based on seniority with the most senior member making the first selection of not more than two (2) weeks, and then other members selecting in order of seniority. The process will be repeated until all vacation time is allocated. No more than two (2) weeks of vacation shall be selected at any time.

Section 5: Paid Holidays.

- A. All bargaining unit members working on a holiday will receive pay at the rate of time and one half (1 1/2). They shall also receive their regular rate of pay for these holidays. Bargaining unit members on pass day will receive their regular compensatory time only. The following are to be deemed as compensatory holidays, along with four (4) personal days and the beginning unit member's birthday:

New Year's Day	January 1
President's Day	Third Monday in February
Good Friday	As commonly observed
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	As commonly observed
The day after Thanksgiving Day	As commonly observed
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

B. All compensatory time earned through Article 12, Section 5, Sub (A) of the current labor Agreement shall be taken within the fiscal year they are earned. If for any reason the City cannot spare the bargaining unit member's services, the bargaining unit member will be reimbursed on the first pay day in July for all of the accumulated compensatory time earned at a rate of straight time.

Section 6: Military Leave. Military leave shall be granted in accordance with state and federal law.

ARTICLE 13. INSURANCE

Section 1: Hospitalization. The Employer agrees to continue the hospitalization policy now in effect for all bargaining unit members, and members of the bargaining unit shall pay five percent (5%) of the monthly cost of premium.

Section 2: Life Insurance. The Employer shall provide at no cost to the bargaining unit member the current rate of two (2) times the annual wages in death benefits with a double indemnity provision.

Section 3: It is the intent of the Employer to support its employees in the performance of their official duties and performing services arising out of their employment. To this extent, should a bargaining unit member become involved in any litigation because of such activities, the Employer shall provide comprehensive general liability, police professional liability, automobile liability and umbrella coverages as provided through the Michigan Municipal League Liability and Property Pool (1,000,000. Standard - 2,000,000. Umbrella) insurance coverages.

Section 4: Worker's Compensation. The Employer agrees to continue the worker's compensation policy as it is now in effect (M.M.W.C.F.).

Section 5: Dental Insurance. As part of the hospitalization policy, the Employer shall provide a 75/25 co-pay Class I and 50/50 co-pay Class II benefits dental program for all

employees covered by this Agreement and their eligible dependents. The cost of the dental policy shall be added to the hospitalization policy in determining the employee's five percent (5%) contribution.

ARTICLE 14. PENSION

Section 1: The Employer agrees to continue the Pension policy as it is now in effect. The City will update yearly each member under the policy as to changes in coverage.

ARTICLE 15. WORK SCHEDULES, WAGES AND OVERTIME

Section 1: The Union and the Employer agree that any reasonable work schedule may be utilized so long as it does not average out to over forty (40) hours per week in a two-week period.

Section 2: The Employer agrees to pay time and one half (1 1/2) for all hours a bargaining unit member is required to work in excess of eight (8) hours in a twenty-four (24) hour period. Said twenty-four (24) hour period shall commence with the first hour of the last shift worked; this includes call-ins. This Section shall not apply to excess hours worked in a twenty-four (24) hour period due to a regularly scheduled shift coverage or rotation, hours worked as part of a non-required training program, or to voluntary shift trades with other employees.

Section 3: The Employer agrees to pay the employees under this Agreement in accordance with rates set forth in Appendix A, attached hereto and made a part hereof.

Section 4: A copy of the Department schedule is attached as Appendix B. Members of the bargaining unit shall be allowed to select shifts based on seniority as defined in Article 8 of this Agreement. Members shall make their selections during the month of April, with the schedule effective during the pay period commencing on Sunday of the week containing May 1, and in October, with the schedule effective during the pay period commencing on Sunday of the week containing November 1.

Section 5: A bargaining unit member working a shift that is scheduled to begin between 1:00 P.M. and 5:00 A.M. the next day shall be paid an additional twenty-five (.25) cents per hour for every hour worked during that shift.

Section 6: Court Pay. Any bargaining unit member required to appear in court during off-duty hours will be paid at a rate of time and one half (1 1/2) their regular hourly rate for all hours actually worked or for a minimum of two (2) hours, which ever is greater.

ARTICLE 16. UNIFORMS AND EQUIPMENT

Section 1: Uniforms. The Employer agrees to pay each bargaining unit member the sum of six hundred dollars (\$600.00) per year for the purpose of maintaining and cleaning

uniforms. A sum of four hundred dollars (\$400) per bargaining unit member shall be provided by the City for the purchase of uniforms and equipment. The Chief shall purchase needed items for each officer up to that amount. Any equipment and/or uniform items, excluding footwear, purchased under the provisions of this Section shall be returned to the Employer at the time of separation from employment with the department.

Section 2: Equipment. It is the Employer's intent to maintain all equipment in a safe operating condition as determined by the Chief of Police. Any defects noted will be promptly reported in writing. Under no circumstances will bargaining unit members be required to use equipment which is unsafe. The Employer shall make available one (1) handi-talkie style radio per member of the bargaining unit. This equipment shall be properly maintained and available at all times.

Section 3: Ammunition. Each member of the bargaining unit shall be issued a reasonable and necessary amount of practice ammunition for each calendar year and the necessary rounds of duty ammunition per calendar year, as determined by the Chief of Police. The Ammunition Officer, who shall be a member of the bargaining unit and appointed by the Chief of Police, shall keep a record of all ammunition purchased and distributed to each officer with a yearly accounting to be made to the Chief of Police.

ARTICLE 17. PROMOTIONS

Section 1: Employees in the bargaining unit shall serve no less than three (3) continuous years in a patrol person capacity before being eligible for promotion to the rank of sergeant. Employees in the bargaining unit shall serve no less than two (2) continuous years in the position of sergeant before being eligible for promotion to lieutenant.

Section 2: The promotional process shall consist of a written competitive exam, oral interview, and supervisory ratings, seniority and education.

Section 3: The above parts shall be weighted as follows:

1. Written exam - 60% of final score.
2. Oral interview - 20% of final score.
3. Supervisory ratings - 10% of final score.
4. Seniority - 1% for each year of service up to a maximum of 5%.
5. Education - Associate's degree - 2 1/2%; Bachelor's degree - 5%.

Section 4: A bargaining unit member must attain a percentage grade of 65% or more on the written exam before being eligible to continue the promotional process. The written exam will be based on general police supervisory knowledge. Any reference material used in its makeup shall be available to all persons taking the exam.

Section 5: The oral board shall consist of three (3) residents of the county selected by the Chief of Police. At least two (2) members of the oral board shall be active police

supervisors above the rank of that being tested, and the third may be a resident of the community.

Section 6: The examinee attaining the highest combined final score shall be awarded the position. In case of ties, the Chief of Police shall have the final decision in the selection.

Section 7: In the event no bargaining unit employees meet the eligibility requirements of Section I of the Article and the Employer deems it necessary to fill a vacant position in the sergeant's and/or lieutenant's slot, the Chief of Police may waive the requirements of Section I. However, no bargaining unit member with less than one (1) full year of employment shall be eligible for promotion.

ARTICLE 18. SUBCONTRACTING

Section 1: Any subcontracting of bargaining unit work shall be the subject of advance notice to the Union. The Union shall receive advance notice to enable it to have full opportunity to engage in discussions with the Employer which may include, but need not be limited to, the following topics: A) The reason for the Employer's interest in subcontracting; B) Alternatives to subcontracting; C) The placement or transfer of affected employees into other City jobs; and/or D) Other relevant topics. In no event shall any bargaining unit member who performs the work in question be laid off as a result of work being subcontracted.

Section 2: It is hereby agreed that the Employer shall be allowed to hire part-time employees to work in the Police Department. It is fully understood that these part-time employees shall only be used to supplement the regular work force and shall not in any way replace or displace any bargaining unit members.

Section 3: It is further agreed that the Employer may use said part-time employee(s) year round to fill any shift vacancy of five (5) consecutive days or more caused by any requested time off. Shift vacancies caused by any requested time off of less than five (5) consecutive days shall be offered to bargaining unit members first and if all bargaining unit members refuse to work a part-time employee may then be utilized.

The Employer may also utilize part-time employees to fill any regularly scheduled open shifts as outlined on the schedule attached as Appendix B. If the Employer is unable to schedule a part-time employee for a regularly scheduled open shift then the Employer shall utilize the services of available bargaining unit members to fill such shifts.

Section 4: Should any bargaining unit member terminate employment, part-time officers may be used to fill shifts until a full-time officer is hired, not to exceed sixty (60) days.

Section 5: No part-time employee shall be scheduled to work more than thirty-two (32) hours per week during the aforementioned times.

ARTICLE 19. MISCELLANEOUS

Section 1: The Employer shall provide all present and future bargaining unit members of the Department a copy of this Agreement.

Section 2: The Employer reserves the right to establish reasonable rules and regulations concerning employee performance and conduct and not inconsistent with the Agreement. A written copy of any new rule or regulation shall be furnished to the Union at least ten (10) days prior to its implementation. The Union reserves the right to file a grievance on the reasonableness of any new rule or regulation or regarding the application of any rule or regulation.

Section 3: The Employer shall provide a bulletin board on the premises of the Police Department which shall be reserved for the exclusive use of the Union for the purposes of posting recreational events, election, meetings, or other general Union business of a non-derogatory nature.

ARTICLE 20. MAINTENANCE OF STANDARDS

Existing practices, sanctioned by use and acceptance and all conditions of employment legally in effect prior to and at the time for execution of this Agreement shall become part of this Agreement by reference, and unless improved herein, shall be maintained during the life of the Agreement.

ARTICLE 21. VALIDITY

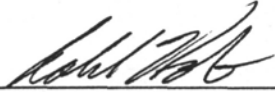
In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of federal or state law now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remaining provisions hereof.

ARTICLE 22. DURATION

This Agreement shall become effective as of the first (1st) day of July, 1995, and shall remain in full force and effect until the thirtieth (30th) day of June, 1998, and from year-to-year thereafter, unless either party hereto serves written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

City of New Buffalo

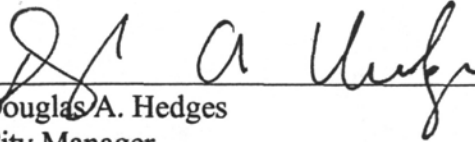
**New Buffalo Police Department
(Police Officers Labor Council)**



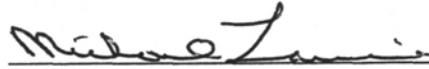
Robert Hotovy
Mayor



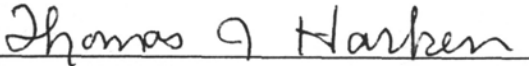
James J. Quinn
Field Representative



Douglas A. Hedges
City Manager



Michael Lanier
Unit Representative



Thomas J. Harken
Chief of Police

September 19, 1995

APPENDIX A - REGULAR HOURLY WAGES

Effective July 1, 1995

	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
Lieutenant	\$14.88	\$15.13	\$15.37
Sergeant	\$14.28	\$14.52	\$14.76
Patrolmen	\$12.10	\$12.82	\$14.15

Effective July 1, 1996

	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
Lieutenant	\$15.48	\$15.73	\$15.98
Sergeant	\$14.85	\$15.10	\$15.35
Patrolmen	\$12.59	\$13.34	\$14.72

Effective July 1, 1997

	<u>START</u>	<u>12 MONTHS</u>	<u>24 MONTHS</u>
Lieutenant	\$16.10	\$16.36	\$16.62
Sergeant	\$15.44	\$15.71	\$15.97
Patrolmen	\$13.09	\$13.87	\$15.31

APPENDIX B - DEPARTMENT SCHEDULE

DAY	PERIOD	CHIEF	SHIFT #1	SHIFT #2	SHIFT #3	SHIFT #4	SHIFT #5	OPEN
SUNDAY	1	PASS	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
MONDAY	1	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
TUESDAY	1	8AM-4PM	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
WEDNESDAY	1	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
THURSDAY	1	7AM-3PM	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	
FRIDAY	1	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
SATURDAY	1	PASS	7AM-3PM	PASS	11PM-7AM	8PM-4AM	PASS	3PM-11PM
SUNDAY	2	PASS	7AM-3PM	PASS	11PM-7AM	8PM-4AM	PASS	3PM-11PM
MONDAY	2	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
TUESDAY	2	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
WEDNESDAY	2	8AM-4PM	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
THURSDAY	2	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
FRIDAY	2	7AM-3PM	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	
SATURDAY	2	PASS	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
SUNDAY	3	PASS	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
MONDAY	3	3PM-11PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	PASS	
TUESDAY	3	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
WEDNESDAY	3	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
THURSDAY	3	8AM-4PM	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
FRIDAY	3	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
SATURDAY	3	PASS	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	7AM-3PM
SUNDAY	4	PASS	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	7AM-3PM
MONDAY	4	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
TUESDAY	4	3PM-11PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	PASS	
WEDNESDAY	4	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
THURSDAY	4	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
FRIDAY	4	PASS	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
SATURDAY	4	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
SUNDAY	5	7AM-3PM	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	
MONDAY	5	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
TUESDAY	5	PASS	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
WEDNESDAY	5	PASS	7AM-3PM	3PM-11PM	PASS	8PM-4AM	PASS	11PM-7AM
THURSDAY	5	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
FRIDAY	5	8AM-4PM	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
SATURDAY	5	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
SUNDAY	6	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
MONDAY	6	7AM-3PM	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	
TUESDAY	6	PASS	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
WEDNESDAY	6	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
THURSDAY	6	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	3PM-11PM	11PM-7AM
FRIDAY	6	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	PASS	11PM-7AM
SATURDAY	6	PASS	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
SUNDAY	7	PASS	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
MONDAY	7	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
TUESDAY	7	7AM-3PM	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	
WEDNESDAY	7	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
THURSDAY	7	3PM-11PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	PASS	
FRIDAY	7	8AM-4PM	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
SATURDAY	7	PASS	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
SUNDAY	8	PASS	7AM-3PM	3PM-11PM	PASS	8PM-4AM	11PM-7AM	
MONDAY	8	8AM-4PM	7AM-3PM	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
TUESDAY	8	7AM-3PM	PASS	3PM-11PM	11PM-7AM	PASS	8PM-4AM	
WEDNESDAY	8	7AM-3PM	PASS	3PM-11PM	11PM-7AM	8PM-4AM	PASS	
THURSDAY	8	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
FRIDAY	8	8AM-4PM	7AM-3PM	PASS	11PM-7AM	8PM-4AM	3PM-11PM	
SATURDAY	8	PASS	7AM-3PM	3PM-11PM	PASS	8PM-4AM	PASS	11PM-7AM