

7102

6/30/98

AGREEMENT  
BETWEEN THE  
CITY OF BUCHANAN  
AND THE  
BUCHANAN POLICEMEN'S ASSOCIATION

Effective: December 5, 1994  
Expiration: June 30, 1998

*Buchanan, City of*

COPY

INDEX

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	<u>Page</u>
<b>I. <u>Introduction</u></b>	
1. Purpose	3
2. Mutual Covenants	3
3. Collective Bargaining Unit	4
4. Agency Shop	4
<b>II. <u>Structure and Powers</u></b>	
5. City Authority	5
6. Executive Board	6
7. Reporting	7
8. Lost time	7
9. Union\Association Business	7
10. Prohibitive Conduct	8
11. Residence Requirement	9
<b>III. <u>Promotions and Classifications</u></b>	
12. Job Classification	9
13. Promotions	10
14. Overtime; Witness Duty; Call-In	11
<b>IV. <u>Appearance, Uniform, and Equipment</u></b>	
15. Uniform Issue and Appearance	13
16. Facilities	14
17. Employee Safety	14
18. Personal Property	15
<b>V. <u>Seniority</u></b>	
19. Seniority	15
20. Indefinite Layoff	17
21. Recall	17
<b>VI. <u>Scheduling</u></b>	
22. Work Schedule	18

**VII. Compensation**

23.	Departmental Meetings & Training Sessions	18
24.	Annual Salary	19
25.	Insurance	19
26.	Educational Reimbursement	21
27.	Legal Counsel	21
28.	Vacations	22
29.	Holidays	22
30.	Funeral Leave	23
31.	Sick Leave	24
32.	Personal Leave	25
33.	Pension Plan	26

**VIII. Grievance, Discipline, and Investigations**

34.	Grievance Procedure	26
35.	Discipline	29
36.	Criminal Investigations	30
37.	Special Contract Conferences	30
38.	Conference Settlements	31
39.	Non-Discrimination/Prohibition of Harassment	31
40.	Health and Safety	31

**IX. Miscellaneous**

41.	Invalid Provisions	32
42.	Captions	32
43.	Copies of Agreement	32
44.	Term of Agreement	33

## A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_ day of December, 1994, effective December 5, 1994, by and between the CITY OF BUCHANAN, hereinafter referred to as the "City", and the Police Officers Labor Council ("Union"), Buchanan Policemen's Division ("Association"); collectively referenced herein as the "Parties."

### I. INTRODUCTION

#### Section 1

##### PURPOSE:

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economical relations between the parties; to provide an orderly and beneficial means of resolving misunderstandings and differences which may arise; to set forth rates of pay, salaries, hours, and other conditions of employment for employees in the Bargaining Unit, agreed upon by the parties as a result of collective bargaining.

#### Section 2

##### MUTUAL COVENANTS:

The Parties agree that no party will undertake to knowingly violate any provision of the laws of the State of Michigan, or the laws of the United States of America, or the ordinances of the City of Buchanan as it pertains to provision of employment, employment opportunities, and any matters affecting the legal rights and responsibilities of the employer or the employee. The Parties further agree that at all times good faith shall be of primary importance with regard to the actions of the Parties toward each other with regard to the terms and conditions of employment.

### Section 3

#### COLLECTIVE BARGAINING UNIT:

The City hereby recognizes the Association as exclusive bargaining representative, as defined in Act 336 of the Public Acts of 1947 as amended for all the employees employed by the City in the following described units:

"All full-time employees of the Buchanan City Police Department, excluding: the Chief of Police, one additional command officer position established by the City, persons designated as police reserves and all other part-time, temporary, clerical, parking enforcement personnel and other non-police employees."

In the event the City shall seek to employ personnel to handle dispatch services within the Department, the parties agree to meet for the purpose of determining whether said individuals shall be members of the Bargaining Unit, their duties, and, if members, their salary and benefits.

### Section 4

#### AGENCY SHOP:

In accordance with and to the extent of applicable State or Federal laws, employees covered by this Agreement shall be required, as a condition of continued employment, to either become a member of the Union and tender thereafter the uniformly required membership dues or, in the alternative, tender a service fee. The amount of the service fee shall be the uniformly required membership dues less any amounts which are expended by the Union for membership dues for political or other purposes not directly related to the cost of negotiating and administering this Agreement. All new employees covered by this Agreement shall be obligated to the same above conditions upon completion of their probationary period.

The City agrees to deduct the required Union dues from each employee's pay during the second pay period of each month, provided the City has received a signed dues deduction authorization form

from such employee. Such sums shall be remitted to the designated Union representative each month. The Union agrees to hold the City harmless for any and all claims arising out of such service provided to the Union.

## II. STRUCTURE AND POWERS

### Section 5

#### CITY AUTHORITY:

The City retains and shall have the sole exclusive rights to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine, or reorganize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the City's facilities; and in all respects to carry out the ordinary and customary functions of administration of the City.

The City shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off (lay-offs shall be solely based on the personnel needs of the City, economic resources of the City, and such other reasons common for lay-offs of municipal employees), and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

The City retains the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Alleged violations of the specific terms of this Agreement relating to matters contained in this subparagraph shall be subject to the grievance and arbitration procedures established in this Agreement.

The Chief of Police shall be the administrative officer of the Department and shall act as a law enforcement officer; provided, however, he/she shall not replace or displace any Bargaining Unit personnel subject to provisions of this Agreement.

The City reserves the right to establish reasonable work rules and policies not inconsistent with this Agreement. The City shall have the right to make such rules and regulations not in conflict with this Agreement; provided that any complaint relative to the reasonableness of any such rule or regulation may be considered a grievance and be subject to the grievance procedure contained within this Agreement.

The Chief shall establish rules, standards, and qualifications for the carrying of side arms and other rules and regulations.

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 City which may include, but need not be limited to, the following topics:

- (a) The reason for the City's interest in subcontracting;
- (b) Alternatives to subcontracting;
- (c) The placement or transfer of affected employees into other City jobs.

#### Section 6

#### EXECUTIVE BOARD:

The City agrees to recognize the Executive Board of the Association which shall act as a collective bargaining committee in a representative capacity for the purpose of processing grievances as provided in the grievance procedure and for purposes of

negotiating modifications to this Agreement in conjunction with the Union and as representing members of the Bargaining Unit. The Association shall certify to the City in writing the members of the Executive Board and alternates.

#### Section 7

##### REPORTING:

When it is necessary for an Executive Board member or alternate to leave work in accordance with the grievance procedure established herein, or for negotiations or meetings and City representatives, such member shall in advance request permission from the Chief and shall notify him/her when leaving and immediately upon return to his/her duties. Executive Board members shall be released upon request as soon as the Chief has obtained a substitute, if required. Executive Board members shall not unnecessarily interrupt regular assigned duties and obligations for Union business.

#### Section 8

##### LOST TIME:

The City agrees to pay Association members, at their regular straight time rate of pay for time lost from work while acting in a representative capacity, or when their presence is necessary during the processing of grievances or negotiations with City officials; provided, however, that the City retains the right to revoke this benefit if Association members abuse this privilege.

#### Section 9

##### UNION/ASSOCIATION BUSINESS:

Members shall be permitted to discuss Union business with other Association members during duty hours, provided such discussion shall not interfere with the performance of duties. Such discussions shall be confined to private areas of the Department's premises.



An accredited representative of the Police Officers Labor Council will be granted admission to the Buchanan City Police Department during regular working hours only for the purpose of investigating or adjusting grievances; provided, however, that notice is given in advance to the Chief of Police. In no event shall any such representative be allowed to interfere with, harass, or intimidate any person or persons, or otherwise disrupt the operation of the Buchanan City Police Department.

Upon permission and with prior clearance of the Chief, a representative of the Association shall be allowed to use a typewriter or other reproduction equipment for the preparation of Union/Association material, provided that the Association uses its own paper. The Association agrees that such use shall be at reasonable times and shall not interfere with other employees' duties.

The City recognizes the right of the Union and Association to make reasonable written requests for certain information which will aid the Union in developing intelligent, accurate, informed, and constructive proposals on behalf of Association members or which will aid the Union in processing any grievance or complaint.

#### Section 10

##### PROHIBITIVE CONDUCT:

(a) The Union and Association acknowledge that the employees covered by this Agreement are sworn to uphold the law and because of the prohibition of strikes in Act 336, State of Michigan Public Acts of 1946, as amended, and its commitments hereunder, the Union and Association agree that neither they nor their officers, representatives nor members will for any reason, directly or indirectly call, sanction, or engage in any strike, walk-out, slowdown, stay away, limitations of service, boycott or a primary or secondary nature, picketing, or any other activity that may disturb, restrict, or interfere with the services provided by the City and its peaceful operations. The City agrees that during the terms of this Agreement, it will not lock out any employee covered

by this Agreement.

(b) Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined, or discharged in the sole discretion of the City. It is understood and agreed that the question as to whether the actions of employees constitute such prescribed activities shall be subject to the grievance procedure.

#### Section 11

#### RESIDENCE REQUIREMENT:

All employees shall be required to reside within five miles of the municipal borders of the City of Buchanan and within the State of Michigan where they can be reached by telephone without any long distance toll charges.

### III. PROMOTIONS AND CLASSIFICATIONS

#### Section 12

#### JOB CLASSIFICATION:

When and if the City determines that it is necessary to create a permanent new job classification within the Bargaining Unit or create a permanent new position within an existing job classification therein, it shall set the rate of pay therefore and advise the Union, in writing. If the Union disagrees with the rate of pay, it may file a grievance at Step 3 within 10 days from posting with respect thereto. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.

When and if the City determines that it is necessary to create a temporary job classification within the Bargaining Unit or create a temporary position within an existing job classification, it shall set the rate of pay and benefit levels, if compensated, therefore and advise the Union, in writing. If the Union disagrees with the rate of pay or benefit level or lack thereof, it may file a grievance at Step 3 within 10 days from posting with respect

thereto. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created. Any temporary job classification shall be terminated upon two weeks notice by City.

### Section 13

#### PROMOTIONS:

When it is necessary to fill a new permanent or temporary job classification (except in case of emergency) or a permanent vacancy in an existing job classification, the City shall post such opening on the bulletin board for a period of 10 days. During the 10-day period, employees who have completed at least two years as a member of the Department may bid for the job vacancy by presenting the Chief of Police with a signed, written notification of their desire to be considered for the appointment. The following procedure shall follow:

(a) Eligible employees who bid for a job shall be allowed to take a written examination which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the person examined to discharge the duties of the position sought by them. The passing score for all examinations shall be established prior to the examination being given. The written examination shall constitute up to a maximum of 45 points of an applicant's final score, based upon the highest test score receiving the total of 45 points and the rest being prorated down with the test scores.

(b) The Oral Examining Board shall be appointed by the Chief of Police and shall consist of not less than three law enforcement officers from outside police agencies of a rank equal to or greater than that for which application is made. No member of the Oral Examining Board shall be an employee of the City of Buchanan or related to any applicant for the vacant position or positions. The ability of applicants to perform the duties of the job classification for which they have made application shall be compared through consideration of the following criteria:

- (1) Education and experience.
- (2) Discipline and commendations.
- (3) Participation in departmental training programs.
- (4) Any other relevant matters in the opinion of the Oral Examining Board.

The average score obtained by an applicant before the Oral Examining Board shall constitute up to a maximum of 45 points of the applicant's total final score.

(c) The Chief shall score each applicant based upon his/her opinion of each applicant's ability to perform the job for which he/she has made application. The Chief's review shall constitute up to a maximum of 10 points of the applicant's total score.

(d) The final score of each applicant shall be determined, each application with a score of 70 or more shall be placed upon an eligibility list ranging from the highest to the lowest.

(e) In the case of a tie, seniority shall be the determining factor.

The Chief shall then fill the vacancy by selecting the employee from the top of the list. The eligibility list shall remain in effect for a period of one year from the date of posting. If another vacancy occurs for the same job classification during that year, the next employee on the eligibility list shall fill the vacancy.

#### Section 14

##### OVERTIME, WITNESS DUTY; CALL-IN:

A reasonable amount of overtime may be ordered for each officer. Overtime shall be equalized to the extent possible. An officer ordered to work for any additional period of time contiguous to that officer's regular shift shall be paid for the additional hours worked at time and one-half. Overtime shall be paid at the rate of time and one-half of the employee's regular straight time hourly rate. An employee's hourly rate of pay shall be determined by dividing his/her annual salary by 2,080 hours.

This provision shall not apply to:

(1) Excess hours that result from time trading between employees.

(2) An employee who, because of his/her rotating shift or because of his/her rotating days off that are staggered, works more than eight hours in any one 24-hour period.

Work schedules shall be based upon a 28-day work period and shall be posted not less than one week in advance, if possible.

Any change in the work or shift schedule by the City shall be posted at least 12 hours prior to its effective implementation except in the case of an emergency in which event the City shall post any change in shift or work schedule as soon as possible. Employees shall not be allowed to trade shifts, unless they receive prior approval of Chief.

An employee that works overtime shall have the option to place any or all of his/her overtime hours into a compensatory time-off bank, hereby known as the CTO Bank. All overtime hours worked that the employee wishes to place in their CTO Bank shall be placed at the rate of time and one-half.

The employee may at a later date request to take the CTO time-off without any loss of pay by making a written request to the Chief of Police 48 hours in advance of his/her request. The request for the time-off is subject to the approval of the Chief of Police.

When the request for time-off has been approved, all hours the employee takes off shall be removed from his/her CTO Bank at straight time rate.

The City will compensate the employee at straight time rate if the employee has accumulated time in the CTO Bank, as determined on June 30th of each year of the Agreement and paid within 30 days of the determination or at termination of employment, whichever is sooner.

Any officer ordered to work for any period of time not contiguous to that officer's regular shift shall be paid time and one-half for the hours worked, with a guaranteed minimum of two hours at time and one-half.

All employees ordered to report for witness duty when not regularly scheduled to work and when actually reporting to a location where the court and/or administration hearing is being held, shall be paid for a minimum of one hour for hearings held in the City and two hours for hearings held outside of the City of Buchanan. If an officer is released, so that the total time spent by the officer, including travel time, is less than one or two hours respectively, the Chief of Police may require the officer to serve the balance of the one or two hours respective minimum. All court appearances will require the wearing of the duty uniform. When waiting call for witness duty, the employee shall remain available for call and reporting to the court or hearing by furnishing the Chief or his assistant with contact information.

Employees working the shift when the clock is moved back and forward in the fall and spring, respectively, shall be paid only for actual hours worked.

Regular officers will be offered open shifts prior to contacting auxiliary officers to fill the shifts.

#### IV. APPEARANCE, UNIFORM, AND EQUIPMENT

##### Section 15

##### UNIFORM ISSUE AND APPEARANCE:

The City shall furnish initial uniforms issued to each certified Michigan Police Officer as established by the Department's Rules and Regulations.

The City expects reasonable care of its property and will replace issued items if worn out or damaged in the line of duty unless said items were damaged due to the negligence or purposeful conduct of the employee. The Chief shall determine the length of fair wear and tear time in each individual case. Property issued by the City, either initially or as replacement items, belongs to the City of Buchanan. Upon termination of employment for any reason, all uniforms and equipment belonging to the City must be returned to the Chief.

It is understood that all employees must present a reasonable image to the public while on duty unless extenuating circumstances are present. All uniforms shall be neat, clean and pressed.

The City will provide and pay for contractual uniform cleaning after the date of signing of this Agreement. Each officer will have his/her uniform cleaned through the contractual cleaning service upon the schedule established by the Chief and/or upon direction of the Chief. Pick-up and drop-off of uniforms shall be at the Department.

Other standards pertaining to employee grooming and appearance shall be established by the Chief of Police as Departmental Rules and Regulations.

#### Section 16

##### FACILITIES:

The City agrees to:

- (a) Maintain adequate locker room facilities.
- (b) Provide the Association with a bulletin board for posting official notices of Union or Association business.
- (c) Provide and maintain a pistol range for qualification practice. In the alternative, the City will have the option to no longer maintain the pistol range. However, in that event, the City will pay mileage for scheduled and required shooting practice at the current mileage paid by the City for other employees from the City of Buchanan to the assigned pistol range. The Chief shall assign the supervision of the pistol range to a range officer who shall, among his/her other duties, arrange an orientation and training program for the use of the Department's weapons at times and in a manner acceptable to the Chief.

#### Section 17

##### EMPLOYEE SAFETY:

No employee shall take undue risk with regard to his personal safety or safety of others. All employees shall be expected to obtain backup from available personnel or other law enforcement

agencies when warranted. Questions of the safety of equipment or vehicles or working condition shall be subject to the grievance procedure.

In the procurement of equipment or motor vehicles, the City shall use its best efforts to secure and maintain automobiles and equipment of quality design and construction commensurate with the functions and responsibilities related to the safety of the employee involved nor used past its ordinary life expectancy. All patrol vehicles shall be equipped as follows, listed only by way of illustration and not by way of limitation: air conditioning.

#### Section 18

#### PERSONAL PROPERTY:

The City agrees that it will repair or replace necessary personal property of an employee, lost or damaged in the performance of the employee's job while on duty; provided, however, that the loss or damage is not due to the intentional or negligent conduct of the employee. A failure to report loss or damage of an item of personal property on the official police report shall constitute an absolute waiver by the officer for any claim for compensation for that loss or damage.

The City further agrees to replace a side arm damaged, lost, or destroyed in the line of duty, not due to the negligence of the officer carrying the side arm. The City is obligated to replace only to the cost of replacing a standard department issued side arm.

#### V. SENIORITY

#### Section 19

#### SENIORITY:

Seniority shall be defined to mean the length of an employee's service with the City in the Police Department commencing from the last date of hire. For the purpose of "seniority in grade," seniority for a member of the Bargaining Unit shall be determined



from the date of promotion to that graded within the Bargaining Unit. A member of the Bargaining Unit promoted to a higher grade within the Bargaining Unit shall maintain his/her seniority in all lower grades in the Bargaining Unit. Grade and then seniority in grade shall determine the command structure of the Department. The application of seniority shall be limited to the rights cited in this Agreement.

All new employees will be probationary for their first 12 months of employment.

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 would qualify him/her for regular employee status.

During the probationary period, the employee shall be on a trial basis, shall have no seniority, and may have his/her employment terminated without regard to his/her relative length of service or the grievance procedure. Upon successful completion of the probationary period, the employee shall have his/her name added to the seniority list as of the date he/she was employed.

The parties have agreed upon a seniority list and the City agrees to supply the Association with a current seniority list from time to time upon reasonable notice.

An employee's seniority with the City will be terminated for the following reasons:

- (a) If he/she quits or retires.
- (b) If he/she is discharged for cause.
- (c) If he/she is absent from work for a period of three days in succession for which the employee is scheduled to work, without having given to the City a satisfactory reason for his/her absence.
- (d) If he/she fails to report for work in the required time period following notice of recall.
- (e) The withdrawal of employee contributions of pension funds or other banked compensation or benefits.
- (f) If a member of the Bargaining Unit is promoted or transferred to a position not covered by this Agreement, his/her

seniority shall be frozen for one year following the promotion or transfer. If a return to a position covered by this Agreement is not made within that one-year period, then all previous Bargaining Unit seniority shall be forfeited.

Section 20

INDEFINITE LAYOFF:

Lay-offs shall be by grade. The first employees to be reduced from the work force will be reserve and/or auxiliary police personnel, part-time and/or temporary police personnel. When a Bargaining Unit employee is to be laid off due to a reduction of the police force, reductions shall be made on the basis of grade and then the inverse order of seniority in grade; provided, however, the senior employee has the experience and training to perform the required work. The City shall give two weeks advance notice of a lay-off and shall give notice in written form to the Association and the employee, stating the reasons for the lay-off. Nothing in this section shall prohibit any third parties, organizations, institutions, or corporations from contracting with or utilizing any reserve and/or auxiliary police personnel, part-time or temporary police personnel at the expense of such third party.

Section 21

RECALL:

In the event that the work force is increased, recall to work shall be in the inverse order of lay-off from work. An employee shall have recall rights so long as he/she is a Michigan Certified Police Officer and if laid off less than 12 months (whichever is less). If an employee refuses or fails to return within 15 calendar days after notice of recall or after a written notice by certified mail of such recall is sent to his/her last address on record with the City, the employee's seniority shall terminate and the City shall recall the next senior employee in accordance with procedures provided herein. Rights of recall shall terminate if a

laid-off employee is required to seek re- certification while in lay-off status.

## VI. SCHEDULING

### Section 22

#### WORK SCHEDULE:

The work schedule shall be determined in accordance with terms of the Letter of Understanding on scheduling, executed concurrently with this Agreement. Until a new schedule is developed pursuant to that Letter of Understanding, the existing contract language on Scheduling, presented below, shall remain in effect:

#### WORK WEEK:

The work week shall be up to six (6) working days in any one calendar week on a staggered schedule, with rotating days off, so that an employee will have approximately 2,080 hours of work within a given year with eight consecutive hours in a work day.

### Section 23

#### DEPARTMENTAL MEETINGS AND TRAINING SESSIONS:

The City and the Association agree that departmental meetings and training sessions are essential to maintain the profession caliber of the Buchanan Police Department and to provide the citizens of Buchanan professional updated services. For departmental meetings, time and one-half shall be paid, and for required training sessions, straight time shall be paid. Any unexcused absence by an officer from a departmental meeting and/or training session shall be grounds for discipline.

## VII. COMPENSATION AND BENEFITS

Section 24

ANNUAL SALARY:

The following annual salaries for the classification indicated shall be effective on the dates indicated for all current employees as of the date of this Agreement.

CLASSIFICATION:

Sergeants (Michigan Certified Police Officers - Department Rank Classification)

	<u>START</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>
	<u>12/5/94</u>			
Patrolmen	\$23,500	25,000	26,500	28,000
Sergeants	30,000	31,000		
	<u>7/1/96</u>			
Patrolmen	\$24,205	25,750	27,295	28,840
Sergeants	30,840	31,840		
	<u>7/1/97</u>			
Patrolmen	\$24,932	26,523	28,114	29,705
Sergeants	31,705	32,705		

The City will continue the present practice of paying wages every other week.

Section 25

INSURANCE:

The City agrees to provide the following forms or types of insurance coverage:

- (a) Term life insurance benefits of \$25,000 per employee, including accidental or dismemberment.
- (b) Dental insurance; provided, however, employee shall pay any deductible.
- (c) Hospitalization insurance as currently in effect, including the Ten and 00/100 Dollar (\$10.00) co-pay prescription, for employee and dependents.

Health insurance coverage as was provided to employees hired prior to July 1, 1990, including a Three and 00/100 Dollar (\$3.00) prescription card shall be available to employees who desire it. The total premium for such coverage is higher than that for coverage with a \$10 prescription card; thus, a higher employee premium co-pay will result.

Employees will pay, for the life of this agreement, by payroll deduction, the premium cost of health insurance which exceeds the following: full family, with adult child, \$464.00 per month; full family, without adult child, \$383.00 per month; two person, \$344.00 per month; single subscriber, \$157.00 per month.

The City reserves the right to substitute insurance carriers provided that substantially equivalent benefits are maintained and the carrier is authorized to transact business in the State of Michigan. Prior to any change in carriers, the City agrees to meet with the Association to review the benefits being provided by the new carrier and to compare them with the level of benefits then in effect.

In the event of lay-off as provided under Section 22 herein, the City agrees to continue applicable coverages as provided herein for any employee for a period to next certification date from date of separation.

Any employee retiring from the Department will have available to him/her, at his/her own expense, the opportunity to continue health insurance for himself/herself and dependents, or purchase at a later date health insurance for himself/herself and dependents, as part of the City's group policy, subject to the rules of the carrier at the time of purchase. All expenses associated with the purchase of insurance are to be borne by the employees alone. Any premium payments must be made in advance of any premium due date by the City.

If any current member of the Union should seek, qualify, and receive disability pension under the provisions of the Michigan Employees Retirement System during the life of this Agreement, the City will pay only for that employee's health insurance premiums,

until age 65 for those employees eligible for Medicare, or for life for those employees not eligible for Medicare.

Retirees obtaining disability pensions shall not be eligible for the employee-paid health insurance benefits described in the preceding paragraph if, on the effective date of their disability retirement, they possess sufficient age and sufficient longevity in the retirement system to obtain a normal service retirement under the provisions of the Michigan Employees Retirement System applicable to this Bargaining Unit. This provision shall also apply to those employees who may be eligible for normal service retirement through the purchase of military time as described in Section 34.

#### Section 26

##### EDUCATIONAL REIMBURSEMENT:

The City agrees to reimburse an employee his/her tuition and book expenses up to a maximum of Three Hundred and 00/100 Dollars (\$300.00) per semester for all job-related college degree program courses taken by employees whether on campus or by correspondence provided that:

(a) Such courses are approved by the Chief and the City Manager or ordered by same; provided said expense shall not exceed the allowance as provided;

(b) An employee successfully completes the course with a satisfactory grade; and

(c) The employee signs a wage deduction form unless required to take said course by the City, which authorizes the City to deduct from the employee's wages a sum equal to the reimbursement made if the employee leaves the employ of the City within 18 months following reimbursement.

#### Section 27

##### LEGAL COUNSEL:

Should members of the Bargaining Unit become involved in litigation as a result of actions taken in the course of duty, or

arising out of the course of employment, the City shall assume their defense and satisfy the resulting judgment against them.

If the City fails to obtain insurance coverage for this litigation, the City shall be deemed by this Agreement to have become a self-insurer and protect said employees in the same manner and on the same terms and conditions subject to the limits of liability of any previous coverage as if they had secured liability insurance.

#### Section 28

##### VACATIONS:

All employees shall earn vacation leave with pay in accordance with the following schedule:

- (a) 40 hours vacation after one year of regular employment.
- (b) 80 hours vacation after two years of regular employment.
- (c) 120 hours vacation pay after five years of regular employment.
- (d) 160 hours vacation after 12 years of regular employment.

Vacations shall be granted on the basis of seniority and date of written request to the Chief. The number of employees granted vacation during any period of time shall be subject to the Department's then-current staffing requirements and schedule. Unused, carried over vacation time of more than 10 days shall not be compensated or accumulated.

#### Section 29

##### HOLIDAYS:

The parties hereto recognize the following holidays:

- January 1 - New Year's Day;
- May 30 - Memorial Day;
- July 4 - Independence Day;
- September - Labor Day;
- November - Thanksgiving;
- December 24 - Christmas Eve Day;
- December 25 - Christmas Day;

December 31 - New Year's Eve Day.

All employees shall receive eight hours pay at their straight time regular rate for each of the above-mentioned recognized holidays. An employee who works on any of these recognized holidays shall be paid 1.5 times normal rate for all hours worked in addition to his/her regular pay. Employees shall not be entitled to be paid overtime when entitled to holiday pay if said employee works more than eight hours on that holiday.

The City agrees to grant to the employees three days personal leave per year to be scheduled at the discretion of the Chief on the same basis as vacations. These days will recognize the 24-hour, 7-day per week nature of the Department and the particular duties required of the members of the Department.

#### Section 30

##### FUNERAL LEAVE:

Upon request, an employee will be, by the Chief, granted a leave of absence not to exceed three normally-scheduled working days following the date of death of a member of the employee's immediate family, to allow said employee to attend the funeral or wake. For the purpose of funeral leave, "immediate family" shall mean a mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse, child, stepchild, grandparent, grandchild or other relative, provided that such "other relative" resides in the employee's home. The three days provided herein may be other than those immediately following the death if unusual circumstances exist. An employee granted a leave under this Section shall receive pay in an amount equal to what would have been earned by working straight time hours at the employee's regular rate of pay on the date for which leave is granted.



Section 31

SICK LEAVE:

It is agreed that employees shall earn and be granted a sick leave of absence with pay under the following conditions and qualifications:

(a) After completion of six months employment, an employee shall be credited with 48 hours of sick leave and will accumulate sick leave with pay at the rate of four hours for each full month of employment thereafter.

(b) All payments for sick leave shall be made at the employee's rate of pay when he/she takes his/her sick leave.

(c) In the event of death or termination, an employee or designated beneficiary may convert to cash and draw up to 240 hours of any accumulated sick leave at the rate of pay for that employee that was in effect for the period 12/5/94-7/1/98. If the employee is terminated for just cause and there is adjudicated just cause termination, then any accumulated sick leave shall not be subject to payment to the employee.

(d) Sick leave shall not be granted unless approved by the Chief of Police. A doctor's certificate will be required for all sick leave when an employee is absent for any period exceeding three consecutive days. Upon request, the employee may be required to justify his/her use of sick leave when it appears from the use of sick leave that said employee is abusing his/her sick leave benefits. If abuse is found, the employee may be disciplined in the discretion of the Chief of Police.

Whenever an employee is incapacitated as a result of an injury arising out of and in the course of his employment for which he/she is eligible to receive Workers' Compensation benefits, he/she may use his/her sick leave credit so that when combined with his/her Workers' Compensation benefits, he/she will continue to receive his/her regular pay.

(e) Sick leave shall be a benefit and shall not be converted to cash except as provided in (c) above.

(f) Accumulated sick leave may be used if a member of the employee's immediate family is seriously ill. For the purpose of sick leave, "immediate family" shall mean a relative residing in the employee's household. Such relatives include, but are not limited to, mother, father, mother-in-law, father-in-law, spouse, dependant and stepchild.

(g) Employees who become incapacitated due to work-related illness or injury shall continue to receive all of the benefits afforded by this Agreement for ar period of 90 days following said illness or injury or any recurrence thereof.

If after 90 days the employee is still unable to return to work, he/she shall be allowed to utilize that amount of unused, accumulated sick leave to make up the difference between Workers' Compensation and his/her regular wage until said sick leave is exhausted. During this period, all benefits except holiday pay shall be continued.

(h) Any employee who does not use sick leave for a period of six consecutive calendar months shall receive a bonus personal day, which may be used at any time during the ensuing 12 months, such use to be scheduled in accordance with requirements established for the use of regular personal days.

#### Section 32

#### PERSONAL LEAVE:

The City may grant a leave of absence for any individual at any one time without pay and without loss of seniority to any employee who has completed his/her probationary period, provided, in the judgment of the City, such employee can be spared from his/her work period. Such leaves of absence shall be granted for a period not to exceed 30 calendar days, but may be extended for not more than 30 calendar-day increments. If, during the period of such leave of absence, the employee desires to maintain his/her insurance in effect, the premium for such insurance shall be paid in advance by the employee to the City.

Upon written request from the employee, an unpaid personal leave of absence for medical purposes shall be granted for a period not to exceed one year. Leaves of absence without pay shall be granted for reasonable periods of time for physical or mental illness in the immediate family, provided the employee's absence is necessary to care for the family member who is ill or to arrange for suitable care for such family member.

An employee's seniority shall continue during any leave of absence granted under this Section.

#### Section 33

#### PENSION PLAN:

All employees will be granted retirement benefits at the level of B-1, with the FAC-5 and F-55 Riders.

The City agrees to provide for the purchase of military time as outlined by Act 427 of Public Acts of 1984, as amended, specifically MCLA 38.1401, et. seq. The City will adopt a resolution requesting the retirement board to credit the members eligible with specific periods of qualifying service. The City agrees to file a certified copy of the resolution with the retirement system within 10 days after adoption.

### VIII. GRIEVANCE, DISCIPLINE AND INVESTIGATIONS

#### Section 34

#### GRIEVANCE PROCEDURE:

A grievance shall be a complaint by an employee or the Association concerning the application and interpretation of this Agreement. All grievances shall be processed in the following manner:

(a) Step 1 - An employee with a complaint shall discuss the matter with the Chief of Police within five days of the occurrence of the instance which gave rise to the complaint; or his/her knowledge thereof. The Chief of Police must give his/her answer within five days from the time that the grievance was presented to

him/her.

(b) Step 2 - In the event that the grievance cannot be settled in Step 1, the grievance shall be reduced in writing and submitted to the Chief within three days from the answer in Step 1. The Chief of Police and a member of the Executive Board shall discuss the grievance in an attempt to resolve the matter. The Chief shall place his/her answer on the grievance form and return it to the Executive Board member within five days after such meeting.

(c) Step 3 - If the grievance is not satisfactorily settled in Step 2, the Union may request a review by submitting the grievance to the City Manager within 10 days following receipt of the Chief's answer in Step 2. A member of the Executive Board and the City Manager shall discuss the grievance in an attempt to settle the matter. The City Manager shall place his/her answer on the grievance form and return it to the member of the Executive Board within seven days after such meeting.

(d) Step 4 - If the grievance has not been satisfactorily settled in Step 3, the Union may request arbitration by notifying the City Manager in writing within 30 days following receipt of the City Manager's answer in Step 3.

The time limits and the procedure established in the grievance procedure shall be followed by the parties hereto. If the limitations are not followed by the Union or Association or by the employees, the grievance shall be considered settled in accordance with the City's last answer. If they are not followed by the City, the grievance shall be advanced to the next step automatically but excluding arbitration. The time limits established herein may be extended by mutual written consent of the parties. Saturday, Sunday and legal holidays shall not count in the time limits and procedures.

The grievance form shall be mutually agreed upon and shall be furnished by the Union.

Any grievance when presented in accordance with proper notification procedures as provided in this Agreement, may be

submitted to an arbitrator chosen by mutual agreement of the parties. If mutual agreement cannot be obtained, an arbitrator will be selected from a panel of arbitrators obtained from the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel, with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the City and the Union.

The arbitrator's powers shall be strictly limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and he/she shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator shall have no power to hear any disputes involving the exercise of any of the City's reserved and inherent rights not specifically limited by the express terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve grievances which arise concerning the express provisions of this Agreement which reflect the only concessions which the City has yielded.

In discipline, suspension and discharge cases, the arbitrator may order the disciplinary action, suspension or discharge be rescinded or modified and that a suspended or discharged employee be reinstated with full, partial or no payment of back wages and fringe benefits. In such cases, the arbitrator may order payment of back wages and fringe benefits retroactive only to the date of the suspension or discharge. Within the limitations of this Agreement, the arbitrator shall have the authority to award the remedies which the arbitrator considers appropriate to the circumstances and which are not contrary to any provision of this Agreement. However, the arbitrator shall make no award retroactive prior to the time the suspension or discharge and solely for the period.

The arbitrator's decision shall be final and binding upon both the City, the Association and the Union; provided, however, either

party reserves its lawful remedies if the arbitrator or decision thereof exceeds his jurisdiction or is the result of fraud or other improper means. By accepting a case from the parties, the arbitrator acknowledges his limitation of authority, and agrees not to decide an issue which is outside his/her jurisdiction under this Agreement.

#### Section 35

##### DISCIPLINE:

In the event that the Chief of Police shall determine that disciplinary action is necessary based upon the complaint of an individual or infraction of rules and regulations of the Department, the Chief shall first discuss the matter with the officer so that the officer shall have an opportunity to present his/her explanation of the event. Any decision to discipline an employee will be based on the concept of progressive discipline. Any discipline, verbal or otherwise, issued by the City Manger, Chief of Police or any other supervisor, shall be subject to the grievance procedure as established in this Agreement.

Any decision to discipline an employee will not be based upon any prior infraction of City or departmental rules or regulations which occurred more than 12 months previously.

The City or its agents shall list in written form the charges and specifications and shall cite the sections of the rules and regulations and/or applicable law or ordinances which the employee is alleged to have violated.

All disciplinary actions concerning an employee shall be subject to strict confidentiality.

Any written disciplinary action for past infractions that are contained within the employee's personnel file that are over one year old from the date of the offense, shall be removed from the employee's personnel file.

It shall be understood that the City or its agents shall only be concerned with the employee's actions while on duty and shall not interfere or restrict an employee during off-duty hours.

Section 36

CRIMINAL INVESTIGATIONS:

Whenever any employee is under criminal investigation for any reason which could lead to criminal charges, such investigations or interviews shall be conducted by an outside police agency having jurisdiction and the employee shall retain all constitutional rights and privileges; and

(a) The employee shall suffer no loss of benefits while under investigation.

(b) All interviews shall be conducted at a reasonable time.

(c) The employee being interviewed shall be informed of the nature of the interview prior to any questions being asked.

(d) No employee shall be required to incriminate himself/herself in any way nor shall the exercise of these rights create any presumption with regards to employment.

(e) Upon request, the employee or City will be permitted to record the complete interview, including all recess periods.

(f) Any employee, at his/her request, shall have the right to be represented by counsel and/or Union representative prior to making any statements concerning any act, incident, or occurrence.

(g) The employee being investigated shall be informed (if unknown to him/her) of the name and rank of all persons present during the interviews and also the name and rank of the person or persons conducting the investigation into the incident.

(h) The employee being interviewed shall be informed of the nature of the interview prior to any questions being asked.

Section 37

SPECIAL CONTRACT CONFERENCES:

Special conferences may be arranged between the City or its representative and the Association or its representative to discuss matters of mutual concern. The party requesting the special conference shall present the other party with the matter to be discussed. A meeting shall be scheduled at a time mutually

agreeable to the representatives.

Section 38

CONFERENCE SETTLEMENTS:

All agreements shall be reduced to writing and be binding when approved by the Executive Committee, the Union and the City Commission.

Section 39

NON-DISCRIMINATION/PROHIBITION OF HARASSMENT:

None of the Parties, nor any employee shall unlawfully discriminate or harass any employee because of religion, race, color, national origin, age, sex, height, weight, handicap, marital status or for activities protected by the Michigan Public Employment Relations Act, Elliott-Larsen Civil Rights Act, Title VIII of the Civil Rights Act of 1964, Michigan Handicappers' Civil Rights Act, Americans with Disabilities Act, or other applicable State or Federal laws.

In conjunction with the City of Buchanan's policy of equal employment opportunity, the Parties are committed to maintaining a work environment free of harassment. The Parties are committed to having each work section free of conduct that causes or reasonably could be considered to cause an intimidating environment. The Parties recognize that all employees are responsible for maintaining a proper work environment, and thus must conduct themselves in a manner that is sensitive to the types of behavior that may be personally offensive to others. Employees who perceive themselves to be the objects of such conduct shall have a responsibility to report the situation to their Department Head or the City Manager.

Section 40

HEALTH AND SAFETY:

Any employee involved in any accident during his/her shift shall immediately (and not later than the end of his/her shift)



report said accident and any physical injuries sustained. The employee shall make out the report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision may subject such an employee to disciplinary action by the City.

It is the duty of the employee that he/she shall immediately, or at the end of his/her shift report all defects of equipment. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one copy to be retained by the City. The City shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Chief of Police or supervisor officer.

#### IX. MISCELLANEOUS

##### Section 41

##### INVALID PROVISIONS:

Any provision of this Agreement discontinued or made invalid shall not otherwise affect the validity of the remaining portions of this Agreement.

##### Section 42

##### CAPTIONS:

The captions used in this Agreement are for identification purposes only and are not a part of the substantive portion of this Agreement.

##### Section 43

##### COPIES OF AGREEMENT:

The City agrees to furnish the Association upon request with copies of this Agreement.

Section 44

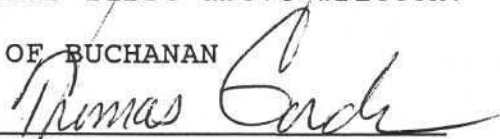
TERM OF AGREEMENT:

This Agreement shall be effective from December 5, 1994, and shall remain in force until 12:01 a.m., July 1, 1998, and thereafter for successive periods of 90 days unless either party shall, on or before the 90th day prior to said expiration date, serve written notice on the other party of a desire to terminate, modify, alter, or renegotiate this Agreement.

IN WITNESS HEREOF, the parties by their duly authorized representatives have caused this Agreement to be signed on the day and year first above written.

CITY OF BUCHANAN

BY:

  
THOMAS GORDON

Its: Mayor

UNION

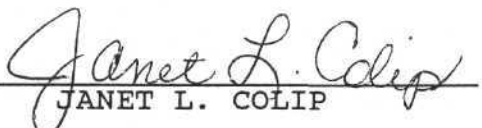
BY:

  
JAMES QUINN

Its: Labor Council Field Representative

ASSOCIATION

BY:

  
JANET L. COLIP

Its: Clerk

BY:

  
JACK BONNER

Its: President

Signature Date: 1-5-95

### LETTER OF UNDERSTANDING

The CITY OF BUCHANAN ("City"), the POLICE OFFICERS LABOR COUNCIL ("Union"), and the BUCHANAN POLICEMEN'S ASSOCIATION ("Association"), as part of their 1994 collective bargaining negotiations, have agreed to the following provisions regarding a Command Officer:

1. There will be one Command Officer position, in addition to the Chief of Police, outside of the Association bargaining unit. The City shall determine the rank, salary and benefits for that position.
2. The Police Chief shall post the opening for any officers interested in applying for this Command Officer position within ten days of the ratification and signing of the Collective Bargaining Agreement.
3. If the person selected for this Command position is from within the Association, his/her seniority shall continue as long as he/she are employed by the police department in this position. If the City has to cut back and layoff, if this Command position is eliminated, or the person promoted desires to return to a lower rank within the Bargaining Unit, then the person in the Command position would be allowed to rejoin the Bargaining Unit as a member. In order to bump back into the Association, his/her Bargaining Unit seniority must be greater than the current least senior member of the Bargaining Unit.
4. If the person selected for the Command position is hired from outside the Association, then that persons seniority begins on the date of employment with the City and that person would not have any right to bump back into the Association.
5. This letter of understanding specifically pre-empts the language contained in Section 19, Paragraph F. of the Collective Bargaining Agreement.

Date: 1/5/95

By: Gregory E. Buckley  
Gregory E. Buckley, City Manager  
CITY OF BUCHANAN

Date: 12/21/94

James Quinn  
James Quinn, Labor Council Representative  
POLICE OFFICERS LABOR COUNCIL

Date: 1/5/94

By: Jack Bonner  
Jack Bonner, President  
BUCHANAN POLICEMEN'S ASSOCIATION

## LETTER OF UNDERSTANDING

The CITY OF BUCHANAN ("City"), the POLICE OFFICERS LABOR COUNCIL ("Union"), and the BUCHANAN POLICEMEN'S ASSOCIATION ("Association"), as part of their 1994 collective bargaining negotiations, have agreed to the following provisions regarding the work schedule:

1. Notwithstanding any past precedent or arbitration awards, the City shall have the right to establish a work schedule based on 2,080 hours per officer, per year.

2. Immediately upon ratification of the Collective Bargaining Agreement, the City and the Union agree to begin negotiations in good faith to determine the format for implementation of 2,080-hour schedule.

3. If, within 30 days after ratification of the Collective Bargaining Agreement, the parties are unable to reach agreement on the schedule format, the matter shall be submitted immediately to expedited arbitration, which shall be final and binding upon the parties.

4. The parties shall attempt to mutually select an arbitrator. If the parties are unable to agree within five business days, the parties shall mutually request from the Federal Mediation and Conciliation Service (FMCS) a panel of arbitrators. The parties shall then select an arbitrator in accordance with the FMCS rules.

5. Once the parties have selected an arbitrator, the arbitrator shall be requested to proceed on this matter with an expedited hearing and decision, not to exceed 30 days from the date of selection of the arbitrator.

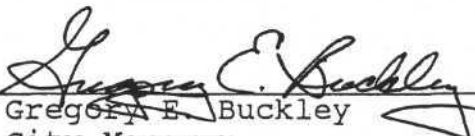
6. The arbitrator's opinion and award in this matter shall be based upon the statutory criteria set forth in Public Act 312 (MCLA Section 423.231 et seq.) and the Michigan Employment Relations Commission Resolutions regarding implementation of Public Act 312.

7. The City and the Union shall share equally the cost of the arbitrator in this matter, but each party shall bear the cost of their own preparation, witnesses and representatives.

8. The City shall maintain the current work schedule, in effect as of December 1, 1994, until the parties reach agreement or the arbitrator issues his/her award.

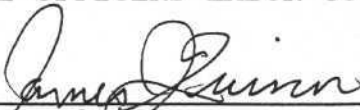
CITY OF BUCHANAN

Date: 1/5/95

By:   
Gregory E. Buckley  
City Manager


POLICE OFFICERS LABOR COUNCIL

Date: 12/21/94

By:   
James Quinn  
Labor Council Field  
Representative

BUCHANAN POLICEMEN'S ASSOCIATION

Date: 1/5/95

By:   
Jack Bonner  
President