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BUCHANAN CITY  
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**LABOR AGREEMENT**

**Between**

**CITY OF BUCHANAN**

**And**

**POLICE OFFICERS LABOR COUNCIL**

**Effective July 1, 2008**  
**Expiration June 30, 2011**

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## AGREEMENT

THIS AGREEMENT made this 24 day of November, 2008, effective July 1, 2008, 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"), hereinafter referred to as the "Parties".

### ARTICLE 1 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 that 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 the result of collective bargaining.

**Section 2: Mutual Covenants:** The Association and the City agree that neither 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 the provisions of employment, employment opportunities, and any matters affecting the legal rights and responsibilities of the Employer of the employee. The City and the Association further agree that at all times good faith shall be of primary importance with regard to the actions of the City toward the Association and the Association toward the City 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 unit:

"All full-time employees of the Buchanan City Police Department, excluding the Chief of Police, and 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 an 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 Association and tender thereafter the uniformly required membership dues or, in the alternative,



tender a service fee. The amount of service fee shall be the uniformly required membership dues less any amounts which are expended by the Association 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 association 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 Association representative each month. The Association agrees to hold the City harmless from any and all claims arising out of such service provided the Association.

## **ARTICLE 2** **STRUCTURE AND POWERS**

**Section 1: 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 violations 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 shall not replace or displace any bargaining unit personnel subject to the 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 rules and regulations not in conflict with this Agreement; provided that any complaint relative to reasonableness of any such rule or regulation may be considered a grievance and be subject to the grievance procedure contained in this Agreement.

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

Any subcontracting of bargaining unit work shall be the subject of advance notice to the Association. The Association 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.

**Section 2: 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 the purposes of negotiating modifications to this Agreement 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 3: Reporting:** When it is necessary for the Executive Board member or alternate to leave work in accordance with the grievance procedure established herein, or for negotiations or meeting with City representative, such members shall in advance request permission from the Chief and shall notify him when leaving and immediately upon return to his duties. Executive Board members shall be released upon request as soon as the Chief has obtained a substitute, if required. Executive Board member shall not unnecessarily interrupt regular assigned duties and obligations for Association business.

**Section 4: 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 5: 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 such representative be allowed to interfere with, harass, or intimidate any person or persons, or otherwise interrupt the operations 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 employee's duties.

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

**Section 6: Prohibitive Conduct:**

(a) The Union and Association acknowledges 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 agrees that neither it nor its officers, representatives nor its members will be for any reason, directly or indirectly call, sanction, or engage in any strike, walk-out, slowdown, stay-in, limitations of service, boycott of 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 term of this Agreement, it will not lockout 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 proscribed activities shall be subject to the grievance procedure.

**Section 7: Residence Requirement:** All employees shall be required to reside within twenty-five (25) miles of the municipal borders of the City of Buchanan and within the State of Michigan.

**ARTICLE 3**  
**PROMOTIONS AND CLASSIFICATIONS**

**Section 1: Job Classifications:** 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 there, it shall set the rate of pay therefore and advise the Association, in writing. If the Association disagrees with the rate of pay, it may file a grievance at Step 3 within ten (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 Association in writing. If the Association disagrees with the rate of pay or benefit level or lack thereof, it may file a grievance at Step 3 within ten 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 week notice by the City.

**Section2: 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 ten (10) days. During the ten (10) day period, employees who have completed at least two (2) 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 be followed:

(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 forty-five (45) points of an applicant's final score, based upon the highest test score receiving a total of forty-five (45) points and the rest being prorated 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 (3) law enforcement officers from outside police agencies of a rank equal to or greater than that for which application is made. No members 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 the 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 forty-five (45) points of the applicant's total final score.

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

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

(e) In case of as 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 (1) 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 3: Overtime, Witness Duty, and 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 annual salary by two thousand eighty (2,080) hours.

This provision shall not apply to:

- (a) Excess hours that result from time trading between employees.
- (b) An employee who, because of his rotating shift or because of his rotating shift for off days that are staggered, works more than eight and one half (8.5) hours in any one twenty-four (24) hour period.

Work schedules shall be based on a twenty-eight (28) day work period and shall be posted not less than one (1) week in advance, if possible.

Any change in the work or shift schedule by the City shall be posted at least twelve (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 change shifts, unless they receive prior approval of the 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 C.T.O. Bank. All overtime hours worked that the employee wishes to place into the C.T.O. Bank shall be placed into the Bank at the rate of time and one-half.

The employee may at a later date request to take the C.T.O. time-off without any loss of pay by making a written request to the Chief of Police forty-eight (48) hours in advance of his request. The request for time-off is subject to the approval of the Chief of Police.

When the request for time-off is approved, all hours the employee takes off shall be removed from his C.T.O. Bank at straight time rate.

The City will compensate the employee at straight time rate if the employee has accumulated time in the C.T.O. Bank, as determined on June 30<sup>th</sup> of each year of the Contract 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 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 administrative hearing is being held, shall be paid for a minimum of one (1) hour for the hearings held in the City and two (2) hours for hearings held outside 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 (1) or two (2) hours respectively, the Chief of Police may require the officer to serve the balance of the one (1) or two (2) 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.

**ARTICLE 4**  
**APPEARANCE, UNIFORM, AND EQUIPMENT**

**Section 1: Uniform Issue and Appearance:** The City will issue initial uniform issue 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, and/or as items are replaced, items belonging to the City must be turned back 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 service upon the schedule established by the Chief and/or upon direction of the Chief. Pick-up and drop-off 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 2: Facilities:** The City agrees to:

- (a) Maintain adequate locker room facilities.
- (b) Provide the Association with a bulletin board for posting official notices of 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 for 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 3: 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 back-up from available personnel or other law enforcement agencies when warranted. Questions



or safety of equipment or vehicles or working conditions 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 4: 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 sidearm damaged, lost, or destroyed in the line of duty, not due to the negligence of the officer carrying the sidearm. The City is obligated to replace only to the cost of repairing a standard departmental issued sidearm.

## **ARTICLE 5** **SENIORITY**

**Section 1: 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 grade 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 Employer to determine whether the employee has the ability and other attributes which would qualify him for regular employee status.

During the probationary period, the employee shall be on a trial basis, shall have no seniority, and may have his employment terminated without regard to his relative length of service or the grievance procedure. Upon successful completion of the probationary period the employee shall have his or her name added to the seniority list as of the date he 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 quits or retires.
- (b) If he is discharged for cause.
- (c) If he is absent from work for a period of three (3) days in succession for which the employee is scheduled to work, without having given the City a satisfactory reason for his absence.
- (d) If he 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 seniority shall be frozen for one (1) year following the promotion or transfer. If a return to a position covered by this Agreement is not made within one (1) year period, then all previous bargaining unit seniority shall be forfeited.

**Section 2: 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 in 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 (2) 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, organization, institutions, or corporations from contracting with or utilizing any reserve and/or auxiliary personnel, part-time or temporary personnel at the expense of such third party.

**Section 3: Recall:**

(a) 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 twelve (12) months. If an employee refuses to return within fifteen (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 the procedures established herein. Rights of recall shall terminate if a laid-off employee is required to seek re-certification while in lay-off status.

(b) Any employee hired after the effective date of this Agreement shall have the right to recall so long as he or she is a certified police officer and if laid off less than twelve (12) months.

**ARTICLE 6**  
**SCHEDULING**

**Section 1: Work Schedule:** This section does not affect management rights except as it changes the work schedule layout.

Officers will bid shifts every six months in January and June. Bids shall be awarded on a seniority basis. The Chief of Police reserves the right to alternate an Officer's shift choice for a period of two months in a fiscal year beginning from July 1<sup>st</sup> to June 30<sup>th</sup>. If a bargaining unit member is permanently or temporarily separated from the unit, shift bids will again be taken to accommodate the vacancy for the balance of the term. Officers may agree to shift changes provided that these changes are approved by the Chief of Police or his/her representative. The shift hours are as follows:

First Shift -0645 to 1515 hrs.  
Second Shift -1445 to 2315 hrs.  
Third Shift -2245 to 0715 hrs.

Swing Shifts:

Fourth Shift -1100 to 1930 hrs.  
Fifth Shift -1930 to 0400 hrs.

If the need arises, the Chief of Police may delete any certain shift from the "four on, two off" schedule.

Officers shall work a schedule of four consecutive days worked followed by two consecutive days off.

The working day shall be eight and one half hours worked and the work schedule shall be based on 2080 hours worked each year. The Parties agree that hours worked may not always meet the normal 80 hours in a two week pay period and at time may exceed 80 hours in a two week period. However, bargaining unit members will be scheduled for 80 hours each pay period based on the "four on, two off" schedule. Overtime is addressed separately in Article 3, Section 3 of the collective bargaining agreement.

The Parties further agree that the "four on, two off" schedule will be 14 hours short of the 2080 hours worked in a normal calendar year. Therefore, training time and meetings held by the City will account for the balance of these hours.

**Section 2: Departmental Meetings and Training Sessions:** The City and the Association agree that Departmental Meetings and training sessions are essential to maintain the professional 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.

**ARTICLE 7**  
**COMPENSATION AND BENEFITS**

**Section 1: 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	EFFECTIVE DATE	Start	After completing year 1	After completing year 2	After completing year 3	After completing year 4	After completing year 5
	7/1/2008	\$35,941	\$37,898	\$39,852	\$41,809	\$43,759	\$45,716
Patrol	7/1/2009	\$37,379	\$39,414	\$41,446	\$43,481	\$45,509	\$47,545
	7/1/2010	\$38,874	\$40,990	\$43,104	\$45,221	\$47,330	\$49,447

	7/1/2008	\$47,402	\$48,869	\$50,334			
Sergeant	7/1/2009	\$49,298	\$50,823	\$52,347			
	7/1/2010	\$51,270	\$52,856	\$54,441			

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

**Section 2: Insurance:** The City agrees to provide the following forms or types of insurance:

- (a) Term life insurance benefits of \$25,000.00 per employee, including accidental or dismemberment.
- (b) Dental insurance; provided, however, employee shall pay any deductible.
- (c) In fiscal year **2008-2009** the bargaining unit will accept and the City agrees to pay a monthly contribution for health insurance in an amount equal to eighty eight and one half percent (88.5%) of the employee's health insurance premium, toward the City's health insurance plan. The remainder shall be paid by the employee(s) through payroll deduction.

In fiscal year **2009-2010** the bargaining unit will accept and the City agrees to pay a monthly contribution for health insurance in an amount equal to eighty seven

percent (87%) of the employee's health insurance premium, toward the City's health insurance plan. The remainder shall be paid by the employee(s) through payroll deduction.

In fiscal year **2010-2011** the bargaining unit will accept and the City agrees to pay a monthly contribution for health insurance in an amount equal to eighty five percent (85%) of the employee's health insurance premium, toward the City's health insurance plan. The remainder shall be paid by the employee(s) through payroll deduction.

The insurance plan to be provided to employees covered by this Agreement include a drug card of \$15.00 for generic and \$30 for brand name (\$15.00 is reimbursable if no generic is available).

Office visit co-pay to a doctor's office will be \$20.00.

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 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 in Article 6, Section 1, herein, the City agrees to continue applicable coverage as provided herein for any employee for a period to the next certification date from the date of separation.

Any employee retiring from the Department will have available to him or her, at his or her own expense, the opportunity to continue health insurance coverage for himself or herself and dependents, or purchase at a later date health insurance for himself or 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 employee alone. Any premium payments must be made in advance of any premium due date by the City.

If any current member of the Association 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 the 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 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 Article 7, Section 10.

**Section 3: 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 4: Vacations:** All employees shall earn vacation leave with pay in accordance with the following schedule:

- (a) Forty (40) hours vacation after one (1) year of regular employment.
- (b) Eighty (80) hours vacation after two (2) years of regular employment.
- (c) One hundred twenty (120) hours vacation after five (5) years of regular employment.
- (d) One hundred sixty (160) hours vacation after twelve (12) years of regular employment.

Vacations shall be granted on the basis of seniority and the 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 ten (10) days shall not be compensated or accumulated.

**Section 5: Holidays:** The Parties hereto recognize the following holidays:

January 1 – New Year's Day

February - Presidents Day

May 30 – Memorial Day

July 4 – Independence Day

September – Labor Day

November – Thanksgiving

Day after Thanksgiving

December 24 – Christmas Eve Day

December 25 – Christmas Day

December 31 – New Year's Eve Day

The employee's birthday

All employees shall receive eight and one half (8.5) hours pay at their straight time regular rate for each of the above mentioned holidays, depending on their regularly scheduled shift on the holiday. An employee who works on any of these recognized holidays shall be paid one and a half (1.5) times the normal rate for all hours worked in addition to his regular pay. Employees shall not be entitled to be paid overtime when entitled to holiday pay if said employee works more than eight and one half (8.5) hours on that holiday.

The City agrees to grant to the employees three (3) days personal leave (at eight and one half [8.5] hours per day) 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. Further, unless used for an emergency, forty eight (48) hours of notice must be given by an employee to their immediate supervisor prior to the use of a personal day.

**Section 6: Funeral Leave:** Upon request, an employee will be, by the Chief, granted a leave of absence not to exceed three (3) 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, or grandchild or other relative, provided that such "other relative" resides in the employee's household. The three (3) 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 7: Sick Leave:** It is agreed that employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Employees shall be credited with eight and one half (8.5) hours paid sick day for each full month they work, for a total of one hundred and two (102) hours per year. Sick leave shall accumulate to an unlimited amount.
- (b) All payments for sick leave shall be made at the employee's rate of pay when he takes his sick leave.

- (c) In the event of death or termination, an employee or designated beneficiary may convert to cash and draw up to two hundred forty (240) hours of any accumulated sick leave at the rate of pay for that employee that was in effect for the period 7/1/2008 – 06/30/2011. If the employee is terminated for just cause and there is adjudicated just cause termination or if an employee leaves employment without first giving a two week notice, 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 (3) consecutive days. Upon request, the employee may be required to justify his use of sick leave when it appears from the use of sick leave that said employee is abusing his sick leave benefits. If abuse is found, the employee may be disciplined in the discretion of the Chief of Police.

Whenever the employee is incapacitated as a result of an injury arising out of and in the course of his employment for which he is eligible to receive Worker's Compensation benefits, he may use his sick leave credit so that when combined with Worker's Compensation benefits, he will continue to receive his 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 relative includes, but is not limited to, mother, father, mother-in-law, father-in-law, spouse, dependent, and stepchild. Sick leave may also be used for any purpose outlined in the Family Medical Leave Act.
- (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 a period of ninety (90) days following said illness or injury or any recurrence thereof.

If after ninety (90) days the employee is still unable to return to work, he shall be allowed to utilize the amount of unused, accumulated sick leave to make up the difference between the Worker's Compensation and his regular wage until said sick leave is exhausted. During this period, all benefits except holiday pay will 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 twelve (12) months, such use to be scheduled in accordance with requirements established for the use of regular personal days.



- (i) Upon an employee's termination of employment, except where such termination is for misconduct and except in cases where an employee fails to give two (2) week's notice of his/her resignation, an employee shall be paid an amount representing his/her unused sick time up to thirty (30) days. However, if the employee uses greater than twenty-four (24) hours of sick leave within thirty (30) days prior to the termination date, the employee shall not be eligible for any accumulated sick leave.

**Section 8: Personal Leave:** The City may grant a leave of absence for any individual at any one time without loss of seniority to any employee who has completed his probationary period, provided, in the judgment of the City, such employee can be spared from his work period. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar day increments. If, during the period of such leave of absence, the employee desires to maintain his 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 leave of absence for medical purposes shall be granted for a period not to exceed one (1) year. Leave of absence without pay shall be granted for reasonable periods of time for physical and 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 9: Compensatory Time:** Employees may accrue compensatory time in lieu of overtime. Compensatory time may be banked at one and a half (1.5) times the regular wage and may be used to supplement vacation, sick and/or personal time. In addition, compensatory time balances will be paid out at the end of each calendar year. An Officer's compensatory bank may not exceed a cap of 80 hours a calendar year.

**Section 10: Pension Plan:** All employees will be granted pension benefits at the level of B-4 with the FAC-3 and an F-50 rider.

The City agrees to provide for the purchase of time as outlined in the Municipal Employees Retirement Act of 1984, as amended, specifically MCL 38.1501 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 ten (10) days after adoption.

**Section 11: Supplemental Fringe Benefit:** Effective upon the signing of this Agreement, the City will establish a Section 457 Plan to be funded by employee voluntary contributions.



**Section 12: Longevity Schedule:** A separate longevity paycheck will be issued with the first payday of the employee's anniversary date, based on years of service, and will be determined using each employee's anniversary starting date of full-time uninterrupted employment.

5 years of service	\$ 100.00
6 years of service	\$ 115.00
7 years of service	\$ 130.00
8 years of service	\$ 145.00
9 years of service	\$ 160.00
10 years of service	\$ 175.00
11 years of service	\$ 190.00
12 years of service	\$ 205.00
13 years of service	\$ 220.00
14 years of service	\$ 235.00
15 years of service	\$ 250.00
16 years of service	\$ 265.00
17 years of service	\$ 280.00
18 years of service	\$ 295.00
19 years of service	\$ 310.00
20 years of service	\$ 325.00
21 years of service	\$ 350.00
22 years of service	\$ 400.00
23 years of service	\$ 450.00
24 years of service	\$ 500.00
25 years of service	\$ 550.00
Over 25 years of service	\$ 50.00 per year

## **ARTICLE 8** **GRIEVANCE, DISCIPLINE, AND INVESTIGATION**

**Section 1: 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 (5) days of the occurrence of the instance which gave rise to the complaint; or his knowledge thereof. The Chief of Police must give his answer within five (5) days from the time that the grievance was presented to him.
- (b) **Step 2** – In the event that the grievance cannot be settled in Step 1, the grievance shall be reduced to writing and submitted to the Chief within three (3) 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 answer on the grievance form and return it to the Executive Board member within five (5) days after such meeting.

- (c) **Step 3** – If the grievance is not satisfactorily settled in Step 2, the Association may request a review by submitting the grievance to the City Manager within ten (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 answer on the grievance form and return it to the member of the Executive Board within seven (7) days after such meeting.
- (d) **Step 4** – If the grievance has not been satisfactorily settled in Step 3, the Association may request arbitration by notifying the City Manager in writing within thirty (30) days following receipt of the City Manager's answer in Step 3.

The time limits and procedure established in the grievance procedure shall be followed by the Parties hereto. If the limitations are not followed by the 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 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 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 shall 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 Association.

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 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 any of the Employer'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 Employer 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 of the suspension or discharge and solely for the period.

The arbitrator's decisions shall be final and binding upon both the City and the Association; 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 jurisdiction under this Agreement.

**Section 2: Investigatory Interview:** In the event that a complaint is made against an employee for violation of department rules or procedures which results in an internal investigation, the following procedures shall apply:

- A. The employee shall be fully advised of the nature of the investigation, the name of the complaining party, the rules or procedures alleged to have been violated and whether the investigation may result in disciplinary action.
- B. Before beginning any questioning the employee shall be informed of their right to Union Representation. Should the employee waive such right, they shall sign a waiver form so indicating and copies will be given to the employee and the Union.
- C. Upon request of the employee for Union representation, such request shall be granted. If a Union representative is on duty, the Union shall immediately provide such representation. If no representative is on duty, the Union shall provide representation in a reasonable amount of time. No questioning shall commence until the Union representative is present and has had the opportunity to confer with the employee.
- D. The employee shall be required to answer questions relating to their performance or conduct as an employee of the City as they relate to the charges against them. Refusal to answer questions may result in disciplinary action up to and including discharge.
- E. This section is not to be interpreted to diminish or limit any right or privileges set forth in *NLRB v Weingarten*, *Cleveland Board of Education v Loudermill* or their progeny.

**Section 3: Discipline:** In the event that the Chief of Police shall determine that disciplinary action is necessary based upon the complaint of an individual or an infraction of rules and regulations of the Department, the Chief shall first discuss the matter with the officer so that the officer shall have the opportunity to present his 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 Manager, 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 twenty-four (24) 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 disciplinary action for past infractions that are contained within the employee's personnel file that are over two (2) years 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 unless said employee is charged with and convicted of a felony committed during off-duty hours.

**Section 4: Criminal Investigation:** 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 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 request, shall have the right to be represented by counsel and/or Association representative prior to making any statements concerning any act, incident, or occurrence.
- (g) The employee being investigated shall be informed (if unknown to him) 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 5: Special Contract Conferences:** Special conferences may be arranged between the City and 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 6: Conference Settlements** All agreements shall be reduced to writing and be binding when approved by the Executive Committee and the City Commission.

**Section 7: Non-Discrimination/Prohibition of Sexual Harassment:** Neither the City of Buchanan nor the Union shall unlawfully discriminate against 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, Michigan Handicappers' Civil Rights Act or American with Disabilities Act.

In conjunction with the City of Buchanan's policy of equal employment opportunity, the City and the Union are committed to maintaining a work environment free of sexual conduct that causes or reasonably could be considered to cause an intimidating environment. The City and the Union 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 8: Health and Safety:** Any employee involved in any incident 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 Employer 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 Employer.

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 Employer and shall be made in multiple copies, one (1) copy to be retained by the

Employer. The Employer 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 supervisory officer.

## ARTICLE 9 MISCELLANEOUS

**Section 1: 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 2: Foot Apparel:** Employees shall be reimbursed up to one hundred fifty dollars (\$150.00) every two (2) years for the purchase of footwear. Employees must provide proof of purchase of said footwear.

**Section 3: Part-Time Employees:**

- (a) 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: (1) The reason for the Employer's interest in subcontracting; (2) Alternative to subcontracting; (3) The placement or transfer of affected employees into other city jobs; and/or (4) Other relevant topics. In no event shall any bargaining unit member who performs the work in question be laid off as a result of the work being subcontracted.
- (b) 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 any bargaining unit members.
- (c) It is further agreed that the Employer may use said part-time employee(s) year round to fill any shift vacancy of three (3) consecutive days or more caused by any requested time off. Shift vacancies caused by any requested time off of less than three (3) 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. Officers utilizing compensatory time may be replaced by a part-time officer.

The Employer may also utilize part-time employees to fill any regularly scheduled open shifts based on the current staffing level of six (6) patrol officers and two (2) sergeants. 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 shift.

- (d) 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 ninety (90) days.

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

**Section 4: Maintenance of Standards:** Existing practices, sanctioned by use and acceptance and all conditions of employment legally in effect prior to and at the time of execution of this Agreement shall become part of this Agreement by reference, and unless improved herein, shall be maintained during the life of this Agreement.

**Section 5: Captions:** The captions used in this Agreement are for identification purposes only and are not part of the substantive portion of this Agreement.

**Section 6: Copies of Agreement:** The City agrees to furnish the Association upon request copies of this Agreement.

**Section 7: Term of Agreement:** This Agreement shall be effective from July 1, 2008, and shall remain in force until 12:01 a.m., June 30, 2011, and thereafter for successive periods of ninety (90) days unless either Party shall, on or before the ninetieth (90<sup>th</sup>) day prior to said expiration date, serve written notice on the other Party of a desire to terminate, modify, alter, or renegotiate this Agreement.

CITY OF BUCHANAN

Date: November 24, 2008

By   
Meg Mullendore  
City Manager

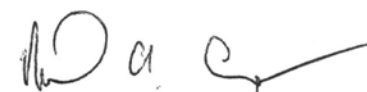
POLICE OFFICERS LABOR COUNCIL

Date: 2-4-09

By:   
Mike Woronko  
Labor Council Field Representative

BUCHANAN POLICEMEN'S ASSOCIATION

Date: 2-2-09

By:   
Dave Capron  
President