

3684

12/31/96

AGREEMENT BETWEEN  
TOWNSHIP OF OSCODA

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
And its Affiliate  
THE OSCODA TOWNSHIP POLICE OFFICERS ASSOCIATION

January 1, 1992 through December 31, 1996

*Oscoda Township*

AGREEMENT

This Agreement entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the Charter Township of Oscoda, (hereinafter referred to as the "Employer") and the Police Officers Association of Michigan and its affiliate, the Oscoda Township Police Officers Association, (hereinafter referred to as the "Union").

ARTICLE I  
RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 379 of 1965, as amended, the Employer, by virtue of an election, agrees to bargain with the Police Officers Association of Michigan as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and to other conditions of employment, during the term of this agreement, excluding job descriptions or any items which would be inconsistent with the Employer rights clauses of this contract, for the employees of the Employer in the bargaining unit consisting of all regularly employed full-time non-supervisory personnel, excluding Chief of Police. The Patrol Sergeant and Detective Sergeant will be a member of the bargaining unit. Nothing in this paragraph is to be construed to conflict or limit or restrict the rights given the Employer by virtue of the Employer rights paragraph of this contract.

ARTICLE II  
LAYOFF AND RECALL

2.1: The word "layoff" means the reduction in the work force due to the decrease of work or limitation of funds as determined by the Charter Township of Oscoda through its Township Board.

2.2: Probationary employees will be laid off on a job classification basis, provided the employees with seniority can perform the available work or as recommended by the Chief of Police.

2.3: Seniority employees will be laid off next according to seniority on a job classification basis, provided the employees with the greatest seniority are able to perform the available work as recommended by the Chief of Police with concurrence of the Township Superintendent.

2.4: The Township may layoff employees in one job classification without corresponding layoffs in other job classifications.

2.5: Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. A list of the employees to be laid off shall be provided to the Union president on the same date as the notices are issued.

2.6: When the work force is to be increased after layoff, employees will be recalled in inverse order of their layoff, provided the employees being recalled are able to perform the work. If the position is still existing, an employee shall be returned to his/her prior classification when such position is open again.

2.7: Notice of recall may be made by telephone and confirmed by certified mail to the employee's last known address. The laid off employee must respond to the recall within fourteen (14) days after receiving the certified mail.

### ARTICLE III PROMOTIONS

3.1: Promotions shall be made on the basis of a written and oral competitive exam.

3.2: The written test shall be composed or approved by the Township Superintendent.

3.3: The Oral Board shall be comprised of the Chief of Police and the Township Superintendent.

3.4: If there is a tie score, the most senior employee shall prevail. No probationary employee shall be eligible to take promotion tests.

### ARTICLE IV UNION SECURITY

4.1: Membership in the Union is not compulsory. Members of the bargaining unit may join or not join as they see fit. However, since the Police Officers Association of Michigan is the recognized bargaining unit representing all employees in the unit, and each employee benefits equal from such representation whether he/she is a member of the Union or not, it is fair that each employee in the unit assume his/her fair share of the expenses of such representation.

4.2: Accordingly, all employees who elect not to join the Union shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the unit who are members of the Union. Such amount shall be limited to a sum equal to the Union's regular and usual dues and/or

assessments. Such payments shall commence ninety (90) days following employment in the unit.

ARTICLE V  
GRIEVANCE PROCEDURE

5.1: Definition of Grievance. For the purpose of this Agreement, "grievance" means a dispute regarding the meaning, interpretation or alleged violation of the agreement or the reasonableness of the department's rules and regulations. A grievance, under the Agreement, may be initiated by employees in the bargaining unit either singularly or jointly or by the Union. It is the intent of both parties hereto to prevent grievances and to settle any which may arise as promptly and as fairly as possible.

All time limits hereinafter specified shall be adhered to unless waived by mutual agreement of the parties in writing.

In order to be a proper matter for the grievance procedure, a grievance must be presented within five (5) working days of the employee's knowledge of its occurrence.

Step 1. Any employee who has a grievance shall present it to the Employer as follows:

- A. He/she should discuss the grievance with the steward and/or the union representative.
- B. The President or union representative may discuss the grievance with the immediate supervisor.
- C. If the matter is not thereby disposed of, it shall be presented in writing to the Chief of Police. Upon receipt of the grievance, the Chief shall sign and date the union's copy.
- D. The Chief of Police shall give his written answer within five (5) working days of receipt of the grievance.

Step 2. If the grievance remains unsettled, it shall be presented in writing to the Township Superintendent within seven (7) working days after receipt of the response in Step 1.

The Township Superintendent shall sign and date the Steward's copy. He shall then respond in writing within ten (10) working days of the receipt of the grievance.

Step 3. Arbitration. Either party may within thirty (30) days after the answer is due and by written notice to the other party request arbitration. The parties will, within ten (10) days from the notice of arbitration, attempt to select an arbitrator on an Ad Hoc basis. In the event both parties cannot agree upon an arbitrator, the party demanding arbitration must make a request to the Federal Mediation and Conciliation Service to issue a panel of arbitrators. Both parties shall select an arbitrator by alternately striking names until one selection is left.

- A. The power of the arbitrator stems from this Agreement and its function is to interpret and apply this Agreement. He/she shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he/she have any power or authority to make any decisions which require the commission of the act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer and the Union.
- B. The cost for the arbitrator's services including his/her expenses shall be borne equally by both parties.

5.2: Time Limits. For the purpose of the Grievance Procedure, a "working day" shall mean Monday through Friday, excluding Saturdays, Sundays and holidays.

5.3: Special Conference. Either party may request a special conference with regard to a pending grievance or other matter. In the event that such a special conference is requested, the Township Superintendent and the Chief of Police shall meet with the Union President, Union Representative, and the aggrieved party within ten (10) days or such time as is mutually agreed between the parties. A special conference shall not delay the processing of the grievance or the time limits set therein, unless mutually agreed to by the parties.

## ARTICLE VI DISCHARGE AND DISCIPLINE

6.1: The Employer may discharge or suspend any employee, but with respect to discharge or suspension Employer shall have given at least one (1) written reprimand against such employee in writing and a copy of same to the president except no such warning notice need be given to an employee before he/she is discharged or suspended for the following reasons:

- A. Dishonesty
- B. Recklessness that could result in serious accident while on duty.
- C. Refusal to make required reports.
- D. Falsifying sick or any other cause of absence.
- E. Conviction of any criminal offense except minor traffic offenses.
- F. Improper use of Township vehicles.
- G. Insubordination.
- H. Being under the influence of liquor or drugs on duty.
- I. Use of abusive or improper treatment to a person in custody, provided the act committed was not necessarily or lawfully done in self defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- J. Offensive conduct or language towards the public.
- K. Incompetence to perform the duties of his/her position.
- L. Violation of any lawful and reasonable official regulation made or given by a superior officer where such violation or failure to obey amounted to an act of insubordination or a serious breach of proper discipline or resulted, or might reasonably be expected to result, in loss or injury to the Township, to prisoners of the Township, or to the public.

6.2: A written reprimand as herein provided shall remain in effect for a period of not more than twenty-four (24) months from the date of said reprimand. Discharge must be by proper written notice to the employee and the Union, and the Employer shall cite the specific charges against the employee.

6.3: The discharged or suspended employee will be allowed to discuss his/her discipline with his/her union representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the union representative.

6.4: Should the discharged or suspended employee and the union representative consider the discharge or suspension to be improper, a complaint may be presented in writing through the union to the employee's immediate supervisor within fifteen (15) regularly scheduled working days of the discharge or suspension. The immediate supervisor shall give his/her answer within three regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the union, the complaint shall be processed through the regular grievance procedure.

6.5: In imposing any discharge or suspension on a current charge, the Employer will not take into account any prior infractions which have occurred more than twenty-four (24) months previously or impose discharge or suspension on any employee for errors or mistakes on his/her employment application unless such errors or mistakes give rise to a presumption of fraud upon the Employer by the employee.

ARTICLE VII  
HOLIDAYS

7.1: Employees must work their scheduled day before and their scheduled day after a holiday unless on an approved leave in order to be paid for the holiday. Holiday pay shall be paid at the rate of: Straight time plus time and one-half if the employee works, if not he/she shall be paid on the basis of straight time. Under no circumstances will an employee be paid holiday pay at time and one-half unless he or she works.

The following days are hereby designated to be observed as paid holidays:

|                  |                                |
|------------------|--------------------------------|
| New Year's Day ✓ | Thanksgiving Day ✓             |
| Good Friday ✓    | Easter                         |
| Memorial Day ✓   | Christmas Day ✓                |
| Fourth of July ✓ | One-Half Day Christmas Eve ✓ ✓ |
| Labor Day ✓      | One-Half Day New Year's Eve    |

7.2: Holiday pay shall be received on the first payday in the month of November of each year.

ARTICLE VIII  
BEREAVEMENT LEAVE

8.1: Employees will be allowed five (5) days off with pay in case of death in the immediate family. Immediate family means father, mother, sister, brother, child, wife or husband and spouse's parents. Three (3) day funeral leave with pay will be granted in the event of the death of grandparents and grandparents-in-law. Funeral leave may be extended by the use of



sick days provided the employee has the prior written approval of the Chief of Police. Failure to obtain prior written approval will result in non-payment of sick days taken.

ARTICLE IX  
PROBATIONARY EMPLOYEES

9.1: All new employees hired under this Agreement shall be probationary employees for not less than six (6) months nor more than one (1) year. Transfer from probationary employment to seniority employment shall be with the recommendation of the Chief of Police and approval of the Oscoda Township Board. In the event a probationary employee is not transferred to seniority employment at the end of six (6) months, a written reason for the extension shall be furnished to the employee. After a probationary employee has transferred to seniority status, all benefits of this contract shall apply to said employee, however, shift premium, uniform allowance and holiday pay, shall not apply retroactively to probationary employees.

ARTICLE X  
UNIFORMS

10.1: All employees covered by this Agreement as new hires shall be furnished initially three (3) sets of uniforms including winter and summer shirts and appropriate equipment. Probationary employees shall only be given said shirts during the required season of year. The Township agrees to replace such uniforms as they wear out, but in any event not to exceed \$400.00 per employee, per year, with the prior approval of the Chief when replacement is necessary. The Township agrees to provide cleaning for uniforms not to exceed \$400.00 per year per employee. Full-time dispatchers are to be allowed \$200.00 per year uniform allowance and \$250.00 per year cleaning allowance. Uniforms and equipment shall consist of those items listed on Schedule "A" attached hereto. In any event, no employee shall be eligible for uniform allowance until his/her first anniversary date. The Township will pro rata deduct from the uniform allowance of any employee who terminates within the year of allowance.

All uniforms and equipment purchased pursuant to this contract shall remain the property of the Township, and upon termination of employment, shall be returned to the Township.

ARTICLE XI  
SICK LEAVE

11.1: An employee shall accumulate one (1) day per month and not more than twelve (12) days per year.



11.2: Upon retirement or separation from the service due to disability or other medical reasons, employees shall be paid for one-half (1/2) of their accumulated sick leave or forty-five (45) days, whichever is less, at their current rate of pay. Upon separation for any other reason, no payment shall be made for unused accumulated sick leave.

11.3: If an employee is off sick for three (3) or more consecutive days, he/she may be required to obtain a certificate from a doctor before being permitted to return to work.

11.4: The maximum allowable accumulation is one hundred twenty (120) sick leave days.

ARTICLE XII  
MANAGEMENT SECURITY

12.1: The Union agrees that during the life of this agreement, it will not cause, encourage, participate in or support any strike or picketing against the employer and any slowdown or interruption of, or interference with, the normal functions of the Employer, concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Township Board. Violation of the provisions of this article shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure, in regards to the severity of punishment. The employee does have recourse to the grievance procedure to determine whether employee violated this article.

ARTICLE XIII  
UNION BARGAINING COMMITTEE

13.1: The bargaining committee of the Union will consist of not more than two (2) employees of the bargaining unit, and not more than one (1) non-employee representative. Prior to any meetings between the Township and the Union, the Union shall notify the Township in writing, of the names of the members of the bargaining team.

13.2: There will be no discrimination against any employee because of his/her Union affiliation or his/her duties as a member of the bargaining team.

13.3: In the event that the negotiation meetings are held at a time when any employee representative would normally be on duty, said employee shall be paid at his/her regular rate of pay but only for those hours when he/she would have been on duty. When computing overtime for such employees, time spent in negotiations when he/she would otherwise have been working will be computed just as though he/she was on duty.

ARTICLE XIV  
REPRESENTATIVES (STEWARD)

14.1: One of the two (2) employee representatives on the bargaining committee shall be designated by the Union to act as steward for the purpose of processing grievances. All other matters will be taken care of by the full bargaining committee.

14.2: In the event that it becomes necessary for the steward to process a grievance on what would be normal duty time, he/she shall be paid his/her regular rate for that time spent just as though he/she were working.

ARTICLE XV  
WAGES AND SALARIES

|                            | <u>Start</u> | <u>6 Mos.</u> | <u>12 Mos.</u> | <u>18 Mos.</u> |
|----------------------------|--------------|---------------|----------------|----------------|
| Effective January 1, 1992: |              |               |                |                |
| Sergeant                   |              |               |                | 26,383.96      |
| Police Officer             | 21,358.08    | 21,826.73     | 23,117.32      | 24,985.12      |
| Dispatcher                 | 16,751.27    | 17,086.30     | 18,111.48      | 19,560.40      |
| Effective January 1, 1993: |              |               |                |                |
| Sergeant                   |              |               |                | 27,175.48      |
| Police Officer             | 21,998.82    | 22,481.53     | 23,810.84      | 25,734.68      |
| Dispatcher                 | 17,253.81    | 17,598.89     | 18,654.82      | 20,147.21      |
| Effective January 1, 1994: |              |               |                |                |
| Sergeant                   |              |               |                | 27,990.74      |
| Police Officer             | 22,658.78    | 23,155.98     | 24,525.17      | 26,506.72      |
| Dispatcher                 | 17,771.43    | 18,126.86     | 19,214.47      | 20,751.63      |
| Effective January 1, 1995: |              |               |                |                |
| Sergeant                   |              |               |                | 28,830.46      |
| Police Officer             | 23,338.54    | 23,850.66     | 25,260.93      | 27,301.92      |
| Dispatcher                 | 18,304.78    | 18,670.67     | 19,790.91      | 21,374.18      |

Effective January 1, 1996:

|                |           |           |           |           |
|----------------|-----------|-----------|-----------|-----------|
| Sergeant       |           |           |           | 29,695.37 |
| Police Officer | 24,038.70 | 24,566.18 | 26,018.76 | 28,120.98 |
| Dispatcher     | 18,853.72 | 19,230.79 | 20,384.64 | 22,015.41 |

ARTICLE XVI  
VACATIONS

16.1: An employee will earn credit towards vacation with pay upon completion of each full year of service with the Township in accordance with the following schedule:

| <u>COMPLETED SERVICE YEARS</u> | <u>ANNUAL MAXIMUM</u>  |
|--------------------------------|--|
| 1 to 4                         | 10 days  |
| 4 to 9                         | 15 days  |
| 9 to 15                        | 20 days  |
| Over 15 years                  | Add one day per<br>year of service<br>to maximum of<br>25 days |

16.2: Employees who are entitled to a fourth or a fifth week of vacation may receive payment in lieu of vacation for that period, if in the discretion of Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for a fourth or fifth week of vacation, whether it will be granted in the form of vacation or in payment in lieu of vacation.

16.3: Seniority will govern the choice of vacation period, subject to reasonable scheduling requirements of the Oscoda Township Police Department, provided, however, the senior employee makes his/her choice of vacation period before the end of the scheduling period. The scheduling period shall be eighty-four (84) days.

16.4: A vacation may be waived by an employee and the Employer by mutual agreement and extra pay received for work during that period provided, however, said payment is limited to one week in lieu of and shall not be considered a basis for overtime pay.

16.5: If any employee becomes ill and is under the care of a physician prior to his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded the payment in lieu of vacation.

16.6: If an employee is laid off or retired, he/she will receive payment for any unused vacation credit including that accrued in the current calendar year.

16.7: If an employee is required to reschedule his/her vacation subsequent to approval authorized by section 3, seniority will not apply.

16.8: The provisions for vacation leave do not apply to employees with less than one (1) year of service.

ARTICLE XVII  
HOSPITAL AND LIFE INSURANCE

17.1: The Employer agrees to pay the full premium for the below listed Blue Cross and Blue Shield of Michigan plan for the employee and his/her family, and life insurance coverage.

17.2: The Township will provide the 50-50 co-pay dental program with Blue Cross and Blue Shield Insurance, currently in effect, or equivalent, for all union employees and their families.

17.3: Blue Cross and Blue Shield of Michigan plan: Full family comprehensive Semi-private Hospital Care, Blue Cross Complimentary Group Benefit, D45NM, FC, GCP-D, MVF-1, Preferred Group, Blue Shield 65 G-1, Master Medical Supplement Benefit, Catastrophic Option 1, Master Medical 65, FAE/RC, DRI 275/550 (deductible fully reimbursed by Employer), COB-3, HCB-1, GLE-1, SAT-2, SOT-PE, ML, GCPST-2, MM 65AL, RM, ASFP, VST, Vision Care A 80, Group Dental Certificate Comprehensive Preferred Plan CR-RC-25-50, CDC-FC, MBL-1000, CR-OS-50-1000.

17.4: Employees who agree to waive health insurance coverage for a calendar year shall receive 25% of the premium savings for that calendar year. Employees who desire to participate in this program shall execute a waiver acceptable to the Township on or before December 31 of the preceding calendar year. Employees shall receive their 25% health insurance waiver check in the last pay period in December for the year in which they waived health insurance (i.e., an employee waiving health insurance for 1995 receives his/her 25% premium savings check the last pay period in December, 1995).

ARTICLE XVIII  
RETIREMENT

18.1: The retirement plan for employees in the bargaining unit will be changed to the Municipal Employees' Retirement System (MERS) with the B-3 program and a 25 and out provision. Program "P" will also be in effect. This plan will be implemented as soon as reasonably practicable.

18.2: Effective April 1, 1996, employees in the bargaining unit will contribute one (1%) percent of W-2 wages to offset the cost of the retirement plan to the Employer.

18.3: All monies which have been contributed by Oscoda Township or by the employees to the Aetna pension plan shall be transferred to the MERS plan. These monies shall be used to reduce the Township's funding obligation to the MERS plan.

18.4: Credited service time for the MERS plan shall be from the employee's most recent date of hire with Oscoda Township.

ARTICLE XIX  
LONGEVITY PAY

19.1: Longevity pay shall be paid to all employees according to years of service.

|                             |                    |
|-----------------------------|--------------------|
| 5-7 years of service        | One (1%) percent   |
| 8-10 years of service       | Two (2%) percent   |
| 11-13 years of service      | Three (3%) percent |
| 14-19 years of service      | Four (4%) percent  |
| 20 years or more of service | Five (5%) percent  |

19.2: The above longevity payment shall be made only once a year prior to December 1st of each year, and will be paid for the year beginning December 1st and ending November 30th on the total base pay earned by the employee during the period. Payments will be made with a separate check on the first pay period in November. Employees will be paid on a prorated basis for the first year of longevity pay eligibility. In the event of the death of an employee or his/her retirement or resignation with satisfactory service, longevity pay will be made on a prorated basis, provided, however, that an employee reaching his/her anniversary date after longevity pay pursuant to the above schedule, shall be paid his/her longevity benefit in whatever proportion his/her anniversary date bears to October 1st of the same year.

ARTICLE XX  
PERSONAL LEAVE DAYS

20.1: Each full-time non-probationary employee covered by this Agreement shall be entitled to three (3) personal leave days per year. Personal leave days may not be accumulated nor may they be paid for in compensation.

- A. An employee shall give forty-eight (48) hours notice to the Chief of Police when requesting a personal leave day, and shall receive approval from the Chief before taking such leave day. The forty-

eight (48) hour requirement may be waived by the Chief.

- B. The personal day shall not precede or extend a vacation or holiday unless the employee is scheduled off on the holiday.

ARTICLE XXI  
SUPPLEMENTAL EMPLOYMENT

21.1: Employees may engage in supplemental employment if they so desire, provided, however, that the following rules regarding such employment are complied with.

- A. Request for permission to engage in supplemental employment shall be submitted in writing to the Chief of Police, stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval of the Chief and such permission may be revoked by the Chief.
- B. Hours to be worked on supplemental employment shall be limited to not more than six (6) hours on any duty day and not more than ten (10) hours on any off duty day. On certain occasions, exceptions to this rule may be made but only with the prior approval of the Chief of Police.

ARTICLE XXII  
TRAINING

22.1: It is agreed and understood that whenever practical and economically feasible, the Employer shall provide as much training for employees as possible.

ARTICLE XXIII  
WORKER'S COMPENSATION

23.1: Each employee shall be covered by applicable Michigan Worker's Compensation Laws. Any employee who becomes injured during the performance of their duty shall report the injury to a supervisor immediately. If necessary, said employee shall report to a physician.

23.2: During the period that an employee is entitled to Worker's Compensation benefits, he/she shall receive supplemental compensation equal to one hundred (100%) percent of the difference

between Worker's Compensation benefits and his/her normal pay, less any sums paid under hospital plans provided by the Employer.

ARTICLE XXIV  
HOURS OF WORK

24.1: The normal work tour shall consist of eighty (80) hours per 14 day period and eight (8) hours per shift. The normal work tour shall coincide with the Township pay periods. Overtime will be paid at the rate of one and one-half (1-1/2) times the hourly rate for hours worked in excess of eight (8) hours in a day or eighty (80) hours in a consecutive fourteen (14) day work tour. Time and one-half (1-1/2) shall be paid for all court time, including implied consent hearings when an employee is required to appear on his/her off-duty time. Such payment shall be for a minimum of two (2) hours pay for each period. Any subpoena and/or witness fees received by the employee are to be turned over to the Township General Fund. If an employee is on duty and at the end of his/her shift he/she is required to work overtime as a continuous service, he/she shall be paid overtime of time and one-half (1-1/2) with the approval of the Chief of Police. Employees shall have at least twelve (12) hours between scheduled shifts in any 24-hour period unless an emergency exists. No schedule change shall be made unless a minimum of four (4) days notice is given by the Chief of Police. This provision shall not apply if the Chief of Police determines that an emergency requires the shift change.

24.2: The work schedule shall be posted ten (10) days prior to its implementation. Each employee will work the same shift for a period of twenty-eight (28) days. Said schedule will be worked out between the Chief of Police and the local union.

24.3: Employees may mutually trade shifts with another employee in the same classification and may waive the twelve (12) hour period between shifts with the approval of the Chief of Police. Likewise, if an employee is requested to work a shift by the Chief that would leave less than twelve (12) hours between shifts and that employee agrees to work said shift, the employee and Chief may mutually waive the twelve (12) hour period between shifts.

ARTICLE XXV  
RESIDENCY

25.1: All employees of this bargaining unit covered by this Agreement shall be residents of Oscoda or AuSable Township.



ARTICLE XXVI  
SENIORITY

26.1: After an employee has transferred to seniority employment, all benefits of this Agreement shall be retroactive to the date of hire except insurance benefits of this agreement. Insurance benefits shall apply at date of hire.

26.2: When an employee has been transferred to seniority employment, seniority shall be retroactive to his or her last date of hire on a unit wide basis.

26.3: An employee shall lose his/her seniority for the following reasons:

- A. He/she quits, retires or receives a pension from the employer.
- B. He/she has been discharged and the discharge has not been reversed through the procedure in this Agreement.
- C. He/she is absent for two (2) consecutive working days without notifying his/her Employer. In proper cases in the discretion of the Chief of Police, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice within twenty-four (24) hours after such notification.

ARTICLE XXVII  
EMPLOYER'S RIGHTS

27.1: It is agreed that the management and directing of the work force including the right to hire, to suspend or discharge for proper cause, or in the case of emergency, to transfer to any other department of work or profession, the right to lay off for lack of work or other legitimate reasons, including the right to subcontract, the right to fix reasonable hours of overtime and the right to make reasonable rules and regulations for the standard operating procedure of the Police Department, shall be considered acknowledged functions of management and are vested exclusively in the Chief of Police and/or the Township.

27.2: It is further understood and agreed that the Chief of Police through the authority given him by the Township, has all the customary and usual rights, powers, functions and authority of management. Any of the rights, powers, functions or authority which the Chief of Police and/or the Townships had prior to the signing of this Agreement, or any agreement with the Union, including those in respect to rates of pay, hours of employment or

conditions of work, are retained by the Chief of Police and/or the Townships, except those rights, powers, functions or authority which are specifically abridged or modified by this Agreement.

ARTICLE XXVIII  
TOWNSHIP VEHICLES

28.1: The Township agrees to negotiate with the Union regarding air-conditioning of new vehicles.

ARTICLE XXIX  
DURATION

29.1: This Agreement shall remain in effect from January 1, 1992 to December 31, 1996 and shall remain in full force and effect until a subsequent agreement is successfully negotiated. This Agreement is fully retroactive to January 1, 1992.

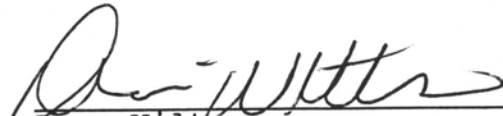
29.2: Either party may, within sixty (60) to ninety (90) days prior to the expiration date of this Agreement, serve notice in writing of its intent to change, modify or alter this Agreement.

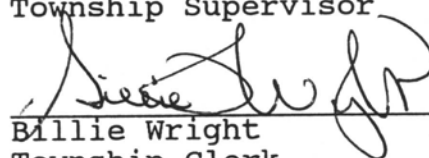
IN WITNESS WHEREOF, the said parties have hereunto set their signatures, the day and year first above-written with full authority to do so.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

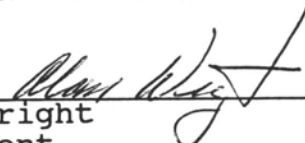
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Brian Himick  
Business Agent

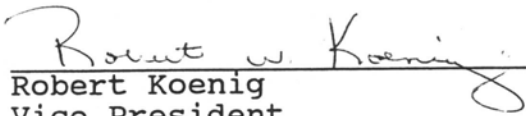
TOWNSHIP OF OSCODA

  
\_\_\_\_\_  
Dean Wiltse  
Township Supervisor

  
\_\_\_\_\_  
Billie Wright  
Township Clerk

OSCODA TOWNSHIP POLICE  
OFFICERS ASSOCIATION

  
\_\_\_\_\_  
Alan Wright  
President

  
\_\_\_\_\_  
Robert Koenig  
Vice President

SCHEDULE A

Uniform Allowance

Hat Summer/Winter  
Hat Shield  
Shirts LS (3)  
Shirts SS (3)  
Shirt badge  
Name tag  
Collar brass  
Tie  
Belt garrison  
Belt sam brown  
Holster  
Ammo case  
Handcuff case  
Handcuffs  
Nightstick  
Nightstick holder  
Mace  
Mace holder  
Uniform pants (3)  
Shoes  
Winter boots  
Light weight jacket  
Winter jacket  
Raincoat  
Raincoat cover  
A flashlight  
Jacket badge  
Wallet badge  
Briefcase/Equipment case  
Clipboard(s)

**LETTER OF UNDERSTANDING  
BETWEEN THE CHARTER TOWNSHIP OF OSCODA AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN  
CONCERNING CURRENT COMMUNITY SERVICE OFFICER ASSIGNMENT**

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The above-named parties have reached the following agreements concerning the current Community Service Officer (CSO) assignment held by Officer Mark David of the Oscoda Township Police Department, and shall be effective as of May 1, 1997.

This Letter of Understanding may be terminated upon written request of either party upon ninety days notice.

1. This Letter of Understanding shall not exclude Officer David as a Union Member under the labor contract.
2. The intent of this Letter of Understanding is to allow the CSO to perform the duties associated with that assignment to the fullest extent possible.
  - A. Article 24. Hours of Work: The CSO shall be excluded from Article 24 and shall work the hours and days scheduled by the Chief of Police.
  - B. Article 24. Hours of Work: Due to the need for very flexible hours, the CSO may receive compensatory time off in lieu of overtime taken during the same pay period as approved by the Chief of Police.
3. It is mutually understood by the parties to this Letter of Understanding that the provisions set forth herein shall not set a precedent for purposes of bargaining and/or arbitration proceedings in the future.

IN WITNESS WHEREOF, the said parties have hereunto set their signatures, the day and year first above written with full authority to do so.

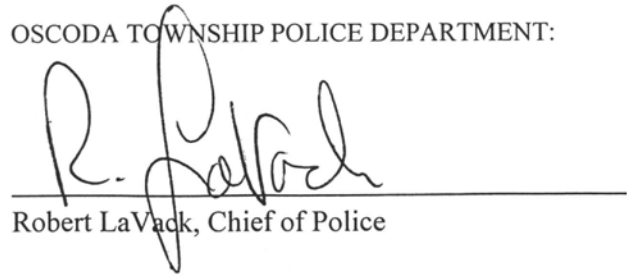
POLICE OFFICERS ASSOCIATION OF MICHIGAN:

  
Kenneth E. Grabowski, Business Agent


TOWNSHIP OF OSCODA:

 6-19-97  
Robert F. Stalker II, Township Superintendent

OSCODA TOWNSHIP POLICE DEPARTMENT:

  
Robert LaVack, Chief of Police

OSCODA TOWNSHIP POLICE DEPARTMENT:

 6-18-97  
Mark David, Community Service Officer

**AGREEMENT CONCERNING PART-TIME**

**POLICE OFFICERS**

**BETWEEN**

**THE TOWNSHIP OF OSCODA**

**AND**

**THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

The Township has recognized the Police Officers Association of Michigan (POAM) as the exclusive bargaining representative for all regular part-time police officers employed by Oscoda Township. The parties have reached the following agreements concerning the part-time police officers:

1. The part-time police officers shall be paid \$11.55 per hour effective April \_\_, 1998.
2. All other terms and conditions of employment for the part-time police officer shall remain the same.
3. The current Labor Contract between Oscoda Township and the Union shall not apply to the part-time police officers.
4. Further negotiations on the terms and conditions of employment for the part-time police officers shall be undertaken in conjunction with the negotiations for a new Labor Contract to replace the existing Labor Contract between the Union and Oscoda Township, which Labor Contract is being continued pending negotiations for a new Labor Contract.
5. The matters set forth in paragraph 1-3 shall continue until a new Labor Contract has been negotiated between the parties.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

TOWNSHIP OF OSCODA

By: Robert W. Koenig

By: [Signature]

Its: \_\_\_\_\_

Its: Superintendent

Date: 4-22-98

Date: 4-29-98

### AGREEMENT

**THIS AGREEMENT** is entered into between the Township of Oscoda ("Township") and Police Chief Robert LaVack ("LaVack") on this 23 day of July, 1996.

This Agreement is based upon the following facts:

1. Robert LaVack is desirous of transferring from the current retirement plan, the Aetna Purchase Money Retirement Plan ("Aetna Plan"), to the Michigan Employees Retirement System ("MERS Plan") because the full time police officers of the Township who are members of the Police Officers Association of Michigan have transferred to the MERS Plan as a result of labor contract negotiations and a stipulated Act 312 Award.
2. The Township is prepared to transfer LaVack from the Aetna Plan to the MERS Plan with the B-3 provision and an F-50/25 Rider, provided that LaVack contributes toward the cost that the Township will incur in placing and maintaining LaVack in the MERS Plan.

**NOW THEREFORE**, the Township and LaVack agree as follows:

1. The Township will transfer LaVack to the MERS Plan, B-3 with an F-50/25 Rider.
2. All monies which have been contributed by Oscoda Township or by LaVack to the Aetna Plan shall be transferred to the MERS Plan. These monies shall be used to reduce the Township's funding obligation to the MERS Plan.
3. The parties hereby agree that the Township will not make a deposit to the Aetna Plan in LaVack's account for April 1, 1996. Instead, the Township will transfer an amount equal to the April 1, 1996 Aetna contribution to the MERS Plan at, or as close as possible to, the same time funds are transferred from Aetna Plan to the MERS Plan. This money will be used to reduce the Township's funding obligation to the MERS Plan.
4. LaVack hereby agrees to an annual reduction in longevity pay equivalent to 2.33% of his yearly salary. This amount (2.33% of yearly salary) shall be deducted from LaVack's longevity pay each year. This reduction will be effective August 1, 1996.
5. In addition, LaVack agrees to contribute one percent (1%) of W-2 earnings to the MERS Plan to reduce the cost of the MERS Plan to the Township. The 1% contribution will be deducted from LaVack's earnings each pay period (or such other times as LaVack receives earnings or remuneration from the Township) beginning on August 1, 1996.



- 6. Should the Township police officers receive improved benefits under the MERS Plan, LaVack shall also receive those improved benefits, provided LaVack agrees to:
  - A. Pay any increased employee pension contributions which the police officers are required to or agree to pay.
  - B. Relinquish benefits or salary equal to the cost of any benefits or other remuneration which the police officers relinquish or lose (e.g. Act 312 Award) when they obtain increased pension benefits.
  
- 7. LaVack has expressed in interest to purchasing pension service credit from MERS for the time he worked for another municipality at his sole expense. The Township is willing to cooperate with LaVack for this purpose, under the following conditions:
  - A. A purchase of pension service credit by LaVack is permitted by MERS.
  - B. LaVack pays the entire cost (current and future) of the purchase of pension service credit.
  - C. The purchase of pension service credit shall not cause the Township to incur any cost, liability, or funding increase now or in the future.

TOWNSHIP OF OSCODA

By: 

Its: Superintendent

  
ROBERT LAVACK