

4030

5/31/2001

AGREEMENT

between

TOWNSHIP OF TUSCARORA

and the

POLICE OFFICERS LABOR COUNCIL

June 1, 1998 through May 31, 2001

Tuscarora Township

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between the TOWNSHIP OF TUSCARORA, MICHIGAN, located at Indian River, Michigan, party of the first part, and hereafter termed the Employer, and the POLICE OFFICERS LABOR COUNCIL, hereinafter called the Union.

PURPOSE

The purpose of this Agreement is to promote peaceful labor relations between the Employer and its employees; to facilitate prompt and peaceful adjustment of grievances between the parties; to provide for uniform wages and working conditions for all employees and to insure that the people of the Township of Tuscarora are provided with competent, courteous and efficient police services. Now therefore, in consideration of the above, the parties specifically agree to the following contract conditions:

RECOGNITION AND AGENCY SHOP

Section 1.0 Representation.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached schedules.

Section 1.1 Agency Shop.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

- 1. Membership in the Union is a matter separate, apart and distinct from an employee's obligation to share equally the costs of administering and negotiating this agreement. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues and initiation fee.*
- 2. In accordance with the policy set forth under paragraph (a) of this Section, all employees in the bargaining Unit, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For*

present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, which ever is later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- 3. If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of the Federal or State Law or shall be renegotiated for the purpose of adequate replacement.*
- 4. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability arising out of, or by reason of, action taken or not taken under this Article.*

Section 2.0 Payroll Deduction.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all regular and usual dues provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Union. This may be done through the Steward of the Union.

- 1. Amount of dues will be certified to the Employer by the Union.*
- 2. Monthly dues will be deducted by the Employer and transmitted to the Union at the address shown on the dues deduction authorization cards.*

PROBATIONARY PERIOD, UNIT WORK, TRAINING

Section 3.0 Probationary Period.

A new employee shall work under the provisions of this agreement but shall be employed on a twelve (12) month trial basis, during which period he may be discharged without recourse to the contractual grievance procedure, provided, however that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After twelve (12) months, the employee shall be placed on the regular seniority list as of date of hire. In case of discipline the Employer shall notify the local Union in writing. Time lost by the employee shall be discounted from the twelve (12) month probationary period except that absence from the job due to Employer sponsored schooling or training or for personal leave of absence inclusive of illness in any form for up to twenty (20) days shall not constitute time lost.

Section 3.1 Unit Work.

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units in conformity with Section 5.0 of the Contract.

Section 3.2 Training.

A. In the event State or Federal Law mandates schooling, training or other method of upgrading personnel or if the Township desires to do so voluntarily, such schooling, training or other method of upgrading personnel shall be done on Township time and during regular shift without loss of pay. (This includes training with all firearms).

B. For any schooling all departmental meetings or in-service training assigned by the Employer or department head occurring on a leave day or off duty time, the employee will be paid straight time unless such time would be in excess of eighty (80) hours per pay period at which time the employee will be paid at time and one-half for such hours.

WAGES / JOB CLASSIFICATIONS

Section 4.0 Job Classifications.

The following job classifications are recognized as covered by this Agreement:

1. Sergeant
2. Patrolman

Section 4.1 Wages.

Effective upon ratification of this Agreement the following annual salary schedules shall be applicable:

Sergeants:

<u>Date</u>	<u>Wages</u>	
June 1, 1998	\$33,725	16.21/hr.
June 1, 1999	\$34,737	16.70/hr.
June 1, 2000	\$35,779	17.20/hr.

Patrolman:

	<u>Start</u>	<u>After 9 months</u>	<u>After one Year</u>	<u>After two years</u>
Commencing	\$28,226	\$28,538	\$29,453	\$30,659
June 1, 1998	13.57/hr.	13.72/hr.	14.16/hr.	14.74/hr.
Commencing	\$29,073	\$29,394	\$30,337	\$31,579
June 1, 1999	13.98/hr.	14.13/hr.	14.58/hr.	15.18/hr.

	Start	after 9 months	After one Year	After two years
Commencing	\$29,945	\$30,276	\$31,247	\$32,526
June 1, 2000	14.40/hr.	14.56/hr.	15.02/hr.	15.64/hr.

Hiring Rate

New hires may be started at a level within the established salary range above the normal start rate at the sole discretion of the Employer due to qualifications, ability, special skills and/or experience.

Section 4.2 Shift Differential.

Employees shall be paid a shift premium or differential of twenty cents (.20) per hour for all hours worked on any shift which includes midnight. This shall be paid at the end of each pay period.

Section 4.3 Life insurance.

The Employer shall provide life insurance in the amount of thirty-five thousand dollars (\$35,000) on the life of each employee of the bargaining unit.

Section 4.4 Hours of Work.

Shift schedules shall be determined by the Employer. Shifts shall be either 8, 10 or 12 hours per day and shall equal 80 hours per pay period. No employee shall work more than sixteen (16) consecutive hours on patrol.

Section 4.5 Overtime.

Overtime will be paid at one and one-half (1 1/2) times the hourly rate for all hours worked in excess of the scheduled work day and over eighty (80) hours in the pay period. Hours worked in the eighty (80) hour pay period shall include all hours paid for by the Employer (i.e. vacation pay, sick leave, holiday leave, etc.). There shall be no pyramiding or duplication of overtime and premium pay.

Section 4.6 Call-back and Court Time.

If an employee is called back to work after his normal work shift, he will be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) hours in which case he shall be paid overtime for hours or portion thereof worked. This shall include court appearances that occur on off duty days.

Section 4.7 Leave Days.

Once the Chief has posted the work schedule, days off shall not be changed, switched or rescheduled except in cases of an emergency.

Section 4.8 Scheduling.

The work shift schedules shall be prepared by the Chief of Police on a monthly basis, and he shall keep all time worked for the Department. There shall be at least two (2) officers scheduled during the hours of darkness whenever possible in the Chief's sole discretion.

Section 4.9 Compensatory Time.

Employees shall be permitted to elect either pay or compensatory time in lieu of pay for overtime hours worked. Hours shall be banked in accordance with the rate at which they are earned. That is, hours worked at a rate of time and one-half (1 1/2) shall be banked at one and one-half times the hours worked. Hours used from the compensatory time bank shall be deducted at the rate used. Employees shall be allowed to accumulate and carry not more than sixty (60) hours of compensatory time in their bank. When an employee requests to utilize compensatory time, he/she shall submit the request in writing to the Chief of Police or his/her designee at least twenty-four (24) hours in advance. The Chief of Police may either grant or deny a request for compensatory time off, but shall not be arbitrary or capricious in that decision.

SUBCONTRACTING

Section 5.0.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employee, if it would cause a lay-off of any of its present employees in the bargaining unit, excluding auxiliary officers riding with regular employees.

EXTRA CONTRACT AGREEMENT

Section 6.0.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or which any way affects wages, hours,

or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SENIORITY

Section 7.0.

Seniority shall be defined for the purpose of the Agreement to mean the length of an employee's continuous service with the Department from his last permanent hiring date.

Section 7.1.

The Employer shall post a list of the employees arranged in order of their classification and overall seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 7.2.

In the event of a layoff, part-time employees shall be laid off first, followed by probationary employees and then regular full-time employees in accordance with their seniority. That is, the regular full-time employee with the least amount of department seniority shall be laid off first and so on. An employee laid off shall be given two (2) weeks notice of layoff mailed to his last known address by certified mail.

Section 7.3.

Recall from layoff shall be in the reverse order of the layoff, that is, the last employee laid off shall be the first employee recalled and so on. Recall shall be made by notification via certified mail to the last known address of the recalled employee and two (2) weeks prior to the scheduled return to work. In the event that the employee fails to make himself available for work at the end of the two (2) week period, he shall be considered to have resigned and seniority shall be terminated, unless extenuating circumstances acceptable to the Employer are presented prior to the end of the two (2) week recall period.

Section 7.4.

Seniority shall be broken and the employee terminated by:

- 1. Discharge that is not reversed through the grievance procedure herein contained.*
- 2. Voluntary quit.*
- 3. Layoff for a period of two (2) years or length of seniority, whichever is lesser.*

4. *Failure to timely return from leave of absence or vacation absent proper excuse.*
5. *Retirement.*
6. *Absence for three (3) or more consecutive scheduled work days without notification to the Employer.*

Section 7.5.

It shall be the responsibility of each employee to notify the Department of any change of address or telephone number. The employee's address as it appears on the Department's record shall be conclusive when used in connection with the layoff, recall or other notices to employees.

Section 7.6.

An employee in a classification subject to the jurisdiction of the Union, who has been in the past, or will in the future be promoted to a position outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in the non-bargaining position, beyond twelve (12) months from the date of promotion. The employee who is transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of this promotion.

DISCHARGE OR SUSPENSION

Section 8.0 Progressive Discipline/Just Cause. *The Employer agrees that all discipline shall be for just cause. Minor offenses, those punishable by oral or written reprimand, shall be treated with progressive discipline so that an employee will have the opportunity to correct the employee's conduct. However, the Union acknowledges that Police Officers have a public duty to conduct themselves in a manner that will not bring discredit upon the Township or department. Major offenses shall be defined as any violation of any department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. An employee may be suspended without pay or discharged at the Employer's option for any of the following:*

1. *Drunkness*
2. *Dishonesty*
3. *Public conduct which would bring discredit upon the Department or Township.*
4. *Conviction, after trial or by guilty or no contest plea, of any felony, high court misdemeanor, domestic violence or other crime involving moral turpitude.*

Penalties for major offenses shall be given in writing stating the infractions. Disciplinary actions shall be administered uniformly. Disciplinary action shall be removed from an employee's

personnel file and destroyed after a period of one (1) year provided that the employee maintains an infraction-free record during such one (1) year period. Any employee who is to receive a disciplinary action of any nature shall have the option of requesting Union representation.

Section 8.1. Progressive Discipline and Prior Record. *Discipline for minor offenses shall be corrective in nature and before an employee is suspended or discharged, he shall have received an oral reprimand and two (2) written reprimands first; provided that if a written reprimand is over one (1) year old dating from the date that the reprimand was issued it may not be used as a basis for suspension or discharge.*

Section 8.2 Discipline Review.

Any employee shall have the right to review his or her discipline with the Chief of Police with or without Union representation as the employee chooses. Such review must be requested in writing within five (5) working days after the discipline is issued. If the employee is not satisfied with the answer of the Chief of Police, he may, within five (5) days after the review with the Chief of Police, commence a grievance at Step 2 of the grievance procedure in Section 9.1 of this Agreement.

GRIEVANCE PROCEDURE

Section 9.0.

It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance is defined as any dispute arising out of the interpretation or application of the specific terms and conditions of this Agreement.

Section 9.1 Steps.

STEP 1. *By conference between the aggrieved employee, the Steward, or both, and the Chief of Police. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within seven (7) working days of the alleged grievance or within seven (7) workdays from the time that the employee should have reasonably known of the alleged grievance, and deliver same to the Chief of Police on behalf of the Employer. Employer will file a written response within seven (7) working days.*

STEP 2. *Unless the grievance is settled in Step 1, a conference between the Union representative, steward and aggrieved and the Township Supervisor will be held within ten (10) working days after receipt of the Employer's written response. If the supervisor does not render an oral response at the conclusion of the conference, he/she shall render a written response to the Union within ten (10) working days from the conclusion of the conference.*

STEP 3. *If the grievance has not been settled in Step 2, the parties, or either party may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.*

Section 9.2 Time Limits.

All time limits contained in this Section may be extended by mutual agreement of the Employer and the Union.

Section 9.3.

Any grievance settlement reached between the Department and the Union shall be reduced to writing, and is binding on all grievants affected and cannot be changed by an individual.

Section 9.4 Claims.

Claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any government mandated benefits, including but not limited to unemployment and Worker's Compensation or disability insurance benefits.

STEWARDS

Section 10.0.

The Employer recognizes the right of the Union membership to select one President/Steward and one Vice-President/Alternate Steward from the Employer's seniority list. The authority of the President/Steward, and in the absence of the President/Steward, the Vice-President/Alternate Steward, so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- 1. The investigation and presentation of grievances with his Employer or the designated Township representative in accordance with the provisions of the Collective Bargaining Agreement during working hours without the loss of pay.*
- 2. The transmission of such messages and information, which shall originate with or are authorized by the Union or its officers, provided such messages and information:*
 - 1. have been reduced to writing, or,*

2. *if not reduced to writing, are of a routine nature and do not involve any interference with the Employer's business.*
3. *Both the President/Steward and the Vice-President/Alternate Steward shall be permitted to prepare for and participate in collective bargaining while on duty without the loss of pay. The employer agrees that the work schedules of the President/Steward and/or the Vice-President/Alternate Steward shall not be altered due to Union business or due to collective bargaining, unless agreed to by both the Employer and the individual officer.*

Section 10.1.

The job steward has no authority to take strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. The Steward shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer representative. Permission shall be granted by the Employer.

LEAVE OF ABSENCE

Section 11.0.

Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. Such leaves of absence shall be without pay.

1. *The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provided the Employer has granted an extension prior to the end of such original leave.*
2. *Permission for extension must be secured from both the union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority and discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except as per Section 11.3 of this Article.*
3. *The employee must present to the Employer in writing, the specific reason for the requested leave. An employee who has misrepresented the reason for the requested leave shall be automatically terminated.*
4. *Maternity leave shall be granted in accordance with applicable State and Federal Statutes.*

Section 11.1

The seniority of an employee shall be terminated in the event said employee is off the job due to illness or injury not incurred in the line of duty for a period of one (1) year or the length of seniority, whichever is less.

Section 11.2.

The Employer shall provide hospitalization to eligible employees on layoff for a period of one (1) month from the day of layoff.

Section 11.3.

An employee shall be liable for his/her own insurance and shall make suitable arrangements for continuation of all insurance payments during a leave of absence before a leave of absence may be approved by the Employer.

PROHIBITION

Section 12.0 No Strike.

During the term of this Agreement or any extensions thereof, the Union agrees that there will be no strikes, sit-downs, slowdown, stoppages of work, boycotts, picketing of Township property or equipment, or any other interference with the normal operations of the Township, nor will there be any observation of or refusal to cross any picket line which may be established at or near the Township's property or equipment whether said picket line has been established by the Union or any other organization.

Section 12.1 Breach.

If a strike or other action occurs as prohibited in Section 12.0 of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs. It is specifically understood and agreed that the Township shall have the authority to discharge or discipline any employee who is engaged in a strike or other prohibited conduct as set forth in Section 12.0 of this Agreement.

Section 12.2 No Lockout.

During the term of this Agreement or any extensions thereof, the Township agrees that there will be no lockouts, except that this provision shall not apply in the event a strike or other action occurs as prohibited in Section 12.1 of this Agreement.

MAINTENANCE OF STANDARDS

Section 13.0.

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless such conditions of employment are covered elsewhere in this Agreement.

GENERAL

Section 14.0 Union Visitation Rights.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Union and/or representatives of the Employer concerning matters covered by this Agreement without disrupting the work process.

Section 14.1 Time Sheets.

The Union shall have the right to examine time sheets and other relevant records pertaining to the computation of compensation of any employee whose pay is in dispute or any other relevant records of the employee pertaining to a specific grievance, at reasonable times with employee consent.

Section 14.2 Pay Days.

The Employer shall provide for Bi-weekly pay periods. Payday shall be on Friday. Provision shall be made by the Employer so as to allow an employee coming off of night shift to collect his/her paycheck upon the end of the shift on payday morning. Each employee shall be provided with an itemized statement of his/her earnings, hours, overtime and all deductions made for any purpose.

Section 14.3 Bonding.

All employees required by the Employer to be bonded shall be bonded and the cost of said bond shall be borne by the Employer.

Section 14.4 Uniform Allowance.

The Employer shall continue to supply the complete original issue of uniforms during the course of a new employee's probation, including leather goods, shoes, boots, depending on the season and/or the employee's preference. Schedule A lists the original issue of uniforms. Employees shall also be issued Second Chance soft body armor, with replacement as needed or

after five years. Uniforms, boots and shoes shall be repaired or replaced as needed upon approval of the Chief of Police. Boots and shoes shall be replaced upon approval of the Chief not to exceed \$100 for boots and \$50 for shoes.

Section 14.5 Ownership of Property.

All uniforms, pistols, and equipment furnished by the Township shall remain the property of the Township and shall be delivered to the Township upon an employee's retirement or the termination of his employment.

Section 14.6 Liability Insurance.

The Employer will provide for the employee's false arrest insurance and professional liability insurance. The Employer shall determine the carrier and shall annually at the time of the annual premium payment furnish to each employee a written statement identifying the amount and conditions of such insurance coverage, which shall be confidential and not disclosed by any member of the bargaining unit to any third party.

Section 14.7 Mileage Payments for Use of Own Vehicle.

When an employee is required by the Employer to use his/her privately owned vehicle in the performance of his/her duties or training to and from a job location other than the Township Police Department he/she shall receive an allowance equal the rate per mile allowed by the Internal Revenue Service. An employee however, is expected to use police vehicles when available.

Section 14.8 Out of Classification Work.

When an employee is assigned to work in a lower classification during the work day, he shall not suffer a reduction in pay.

Section 14.9 Exchange of Shifts.

Employees will be permitted to exchange shifts and/or days off with prior permission of the ranking officer, as long as no overtime will result from such trades and provided that the Chief shall be notified whenever possible of exchange of shift and/or days off at least four (4) days prior to the exchange.

Section 14.10 Loss or Damage.

Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

Section 14.11 Personal Property

The Employer shall replace or repair all personal equipment lost or damaged while in the performance of duty to a maximum of one hundred-fifty dollars (\$150.00) per item, except only prescription eyeglasses, shall be replaced and at cost of replacement only.

Section 14.12 Cleaning Allowance.

The Employer agrees to pay the sum of Two Hundred Forty Dollars (\$240.00) annually, for the cleaning of uniforms. This money is to be paid semi-annually.

Section 14.13 Equipment.

The Employer will furnish and maintain all necessary equipment for the performance of Employees' duties that is required by the Employer. All equipment, uniforms and weapons issued by Employer shall remain the property of the Employer and shall be returned to the Employer upon separation for any reason

Section 14.14 On Call Provisions

In the event that the Employer creates and fills a second Sergeant position it is understood that if the Chief is on vacation or will not be able to be reached, a Sergeant will be on call. Under such circumstances the Sergeant on call shall receive one hours pay at time and one half in the event that he is called while otherwise off duty. In the event that the Sergeant on call in fact reports to the department in person or to a scene in response to a call he shall be paid a minimum of two (2) hours at time and one-half or time and one-half for all hours reporting whichever is the greater.

EQUIPMENT, ACCIDENTS AND REPORTS

Section 15.0 Occupational Health and Safety.

The Employer shall first consider the personal health and safety of the employee in establishing operational procedures. This provision shall not be construed to curtail or alter present duties and assignments.

Section 15.1 Equipment Safety.

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Township Board for consideration and recommendation. However, no employee shall be required to work with any

equipment or car that has already been written up as unsafe before it is checked and released by a certified mechanic.

Section 15.2 Payment for Injury Time.

An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole shift.

Section 15.3 Vehicle Safety.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribe by law. It shall not be in violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. In addition all cars used on patrol shall be equipped with safety shields which separate the front and rear compartments of the vehicle, and split seats.

Section 15.4 Incident Reports.

Any employee involved in any incident which results in physical injury or damage to property on duty shall immediately report said incident and the physical injury sustained. An employee shall make out an incident report in writing and shall turn in all available names and addresses of witnesses to any incident. Failure to Comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 15.5 Defective Equipment Reports.

It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made in writing in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require an 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 a certified garage.

SEPARABILITY AND SAVINGS CLAUSE

Section 16.1.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

MANAGEMENT RIGHTS

Section 17.0.

The Employer shall remain vested with all management functions, including but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees, to promulgate reasonable rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the locations and methods of work, job assignments and work schedules; to maintain order and efficiency of operations; to determining the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for financial purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

Section 17.1 Residency.

All employees shall reside within Cheboygan County.

COURT AND FUNERAL LEAVE

Section 18.0 Bereavement Leave.

Full time employees will be paid for three (3) consecutive days absence in the case of a death in his immediate family. Immediate family means: Father, Mother, Sister, Brother, Child, Current Spouse, Mother-in-Law, Father-in-Law, Step-parent, Stepchild, Step-brother, Step-sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, or dependent living at home. This is in addition to vacation or sick leave time.

Section 18.1 Jury Duty.

In the event that an employee is subpoenaed for the purpose of serving jury duty, said employee shall be paid for all regularly scheduled time lost as a result of service on jury duty, less any subpoena fees paid to the employee.

WORKERS COMPENSATION

Section 19.0.

The Employer shall provide Worker's Compensation protection for all employees.

SPECIAL CONFERENCES

Section 20.0.

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed.

HEALTH INSURANCE

Section 21.0.

The Employer shall provide, and pay the cost of maintaining, Blue Cross/Blue Shield Medical and Dental coverage presently provided in Group #56295. The Plan shall be the Blue Cross/Blue Shield PPO Option I with a \$5.00 Prescription co-pay. Dental coverage shall be 100% for Class I services, 75% for class II and 50% for Class III service, with a \$1,000 annual limit per insured. The Vision coverage will remain in effect at the current levels. Further, the Employer agrees to pay the cost for the Family Continuation Rider for dependent children ages 19 to 25 who are in college.

Section 21.1 Qualification.

Full-time employees qualify for Employer provided contract insurance benefits after sixty (60) days of employment with the exception that relative to Blue Cross Coverage, the full-time employee will qualify after sixty (60) days or the next enrollment period, whichever occurs earlier.

Section 21.2 Selection of Carrier.

The Employer reserves the right to change all insurance carriers providing that the level of benefits is not reduced during the term of the contract.

RETIREMENT

Section 22.0 Pension Plan.

The Employer is a member of the Michigan Municipal Employees Retirement System. The current plan and benefit levels as of this date of this Agreement shall remain in effect during the life of this Agreement.

HOLIDAYS

Section 23.0 Holidays.

All probationary and regular full-time employees shall be paid straight time based on an eight (8) hour day for paid holidays, for the following holidays. In order to qualify for the holiday pay, an employee must work a scheduled day either the week before or after the week of the holiday.

Paid holidays are:

*New Years Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day*

Section 23.1 Premium Pay.

Employees shall receive a lump sum payment for holidays. Such payment shall be equal to eight (8) hours pay for each holiday listed in Section 23.0. Payment shall be made by separate check on the last pay of November each year.

Employees who are required to work on a paid holiday as specified in Section 23.0 shall be paid at a rate equal to two (2) times their regular hourly rate for all hours worked on the holiday. For purposes of this section, a holiday shall begin with the first shift scheduled to start on the day and end twenty-four (24) hours later.

Section 24.0 Vacations.

All regular full-time employees shall be entitled to vacation with pay at straight-time wages under the following schedule:

- 1 to 3 years = 80 hours
- 4 to 7 years = 120 hours
- 8 years and up = 160 hours

Vacation hours shall be awarded on the employee's anniversary date.

Section 24.1 Qualifications.

An employee must work fifteen hundred (1500) actual hours during the vacation determination period to be eligible for one hundred percent (100%) vacation pay. Vacation taken during the period shall count as actual hours worked. Actual hours worked less than fifteen hundred (1500) hours will result in pro-rated vacation pay to the employee to be calculated by the percentages determined by the hours actually worked to the fifteen hundred (1500) actual hour requirement.

Section 24.2 Military Leave.

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 24.3 Vacation Periods.

Employees may carry up to 200 hours of unused vacation in their vacation bank. Vacation time may be taken in increments of half days, whole days or consecutive days.

Section 24.4 Accumulated Payment.

In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit, at the current pay rate in effect at the time of separation.

Section 24.5 Vacation Selection.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year, after January 1, each employee shall indicate his vacation request no later than April 1. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority. At no time shall all supervisory employees be on vacation.

The Chief of Police shall fix the vacation schedules of employees with due regard for efficient operation of the Department and shall have the ultimate authority to determine vacation schedules.

Section 24.6 Advance Pay.

Vacation pay in advance will be paid if requested during the payroll period prior to the beginning the employee's vacation.

SHORT TERM/LONG TERM DISABILITY AND PERSONAL LEAVE

Section 25.0 Disability Insurance and Personal Leave.

Effective with the signing of this Agreement in 1998, employees will be paid at a rate equal to 50% for all existing sick leave hours. The Employer shall provide and pay the premium for a short-term and long-term disability insurance. The short-term disability insurance shall provide for 66.67% of the weekly base pay to a maximum of \$500 per week for a period of 26 weeks. Long Term disability will pay 60% of weekly base rate to a maximum of \$3,000 per month to the age of 65 years. Employees shall receive ninety-six (96) hours personal time per year, awarded on their anniversary date of hire. Such hours may be utilized by the employee for purposes of sick leave to fulfill the requirements of the short term disability policy or for other use as required/requested by the employee. Such hours shall not accumulate from year to year and unused hours will not be paid at the end of the anniversary year.

Section 25.1 Probationers.

Newly hired employees shall earn eight (8) hours of personal time per month during their probationary period. All conditions and terms for such hours are set above in Section 25.0.

Section 25.2 Medical Verification.

During the period of any leave of absence due to sickness or accident, the Employer shall have the right to require employee to attend a scheduled medical examination with a physician of its choosing, at no cost to the employee, to determine continued disability status. In the event the Employer selected physician determines the employee is fit to return to work, the employee then has the right to utilize a doctor of his choice to verify the fitness determination. In the event of disagreement between the two physicians, the parties will select a neutral physician whose determination shall be binding on the parties.

PHYSICAL REQUIREMENTS

Section 26.0 Physical Fitness.

Physical fitness and conditioning are particularly important in law enforcement, officers, as a condition for continued employment, may be required to undergo physical examinations on a yearly basis. Exams will be by Township physicians at Township expense. Officers shall be required to meet physical requirements reasonably related to the ability to meet physical demands of all police duties.

Section 26.1 Medical Examination.

The Employer reserves the right to suspend or discharge employees who are not medically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, the employee may, at his own expense, obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the employee shall give the employee a physical examination. The fee charged by the third doctor shall be shared by the Employer and the employee and his findings shall be binding on the employee, Employer and the Union. The Employer shall attempt but not be bound, to place the employee in another position with the Township, provided that the employee meets the qualifications for such position as may be available and is physically and mentally able to perform such job.

DURATION OF AGREEMENT

Section 27.0 Effective Date.

This Agreement shall be in full force and effect from June 1, 1998 to and including May 31, 2001, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel, or terminate the Agreement is served by either party to this Agreement.

Section 27.1.

It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions on this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to expiration advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted by lawful economic recourse to support their request to revisions if the parties fail to agree thereon.

FOR THE TOWNSHIP

James M. Hahn

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FOR THE UNION

[Signature]

James J. Legan

[Signature]

SCHEDULE A – UNIFORMS AND EQUIPMENT ISSUE

TOTAL ISSUE OF UNIFORMS AND EQUIPMENT FOR OFFICERS

1 Stetson Hat
1 Trooper Hat (fuzzy)
1 Chuke
1 Hat Badge
1 Winter Coat
1 Fall Jacket
2 Cloth Patches
4 Long Sleeve Shirts
4 Short Sleeve Shirts
3 Pair Trousers
1 Set Collar Brass
2 Name Tags
1 Whistle Chain
1 Shirt Badge
1 Tie Clasp
2 Neckties
1 Sam Browne Belt
1 Holster
1 Dept. Issued Sidearm
1 Cuff Holder and Cuffs
1 Gas Holder and Gas
1 Magazine Pouch
1 Glove Holder
4 Belt Keepers
Boots
Shoes

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY UNDERSTOOD AND AGREED BETWEEN the Township of Tuscarora (Employer) and the Police Officers Labor Council (Union representing the members of the Tuscarora Twp. Police Dept.) that:

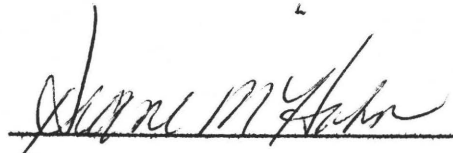
As a result of negotiations between the parties, and upon execution of the new Collective Bargaining Agreement, each officer of the department shall have his/her current personal leave time plus ten (10) hours for a total maximum of forty (40) hours added to their vacation bank.

Officers with less than one (1) year of service shall receive a pro-rated amount of time for personal leave time plus ten (10) hours added to their vacation bank.

This addition of forty (40) hours is a one-time occurrence and shall not be repeated after this event.

DATED THIS 7 DAY OF July, 1998.

FOR THE EMPLOYER:



FOR THE UNION:



