

# AGREEMENT

By And Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

POLICE OFFICERS LABOR COUNCIL

CLERICAL



January 1, 2018 through December 31, 2019

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PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 2018, Between the CHARTER TOWNSHIP OF CHESTERFIELD, Macomb County, Michigan hereinafter referred to as the "Employer", and the POLICE OFFICERS LABOR COUNCIL.

WITNESSETH

WHEREAS, the laws of the State of Michigan authorize public employees to enter into Collective Bargaining Agreements with respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, Employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment's or other conditions of employment, and

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining and negotiations conducted between their respective representatives which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and benefits to be derived therefrom, the Parties agree:

ARTICLE 1

GENERAL PROVISIONS

- A. Purpose: The Parties hereby enter into this Agreement Pursuant to the requirements of and authority granted by Act #379 of the Michigan Public Acts of 1965 to incorporate into this formal written Collective Bargaining Agreement, terms and conditions of employment with respect to rates of pay, wages, hours of employment or other conditions of employment for the Employees covered hereby.
  
- B. Definitions:
  - 1. "Employer" shall mean the Township Board of the Charter Township of Chesterfield, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
  - 2. "Union" shall mean Police Officers Labor Council and its duly elected or appointed officers or representatives.
  - 3. "Employee" shall mean all members of the bargaining unit.
  - 4. "Personnel and Labor Relations Committee" shall be three (3) members of the Chesterfield Township Board, appointed by the Township Supervisor and confirmed by a majority of the Full Board.
  - 5. The term "Department" as used in this Agreement is defined as the Police Department.

6. In the construction of words used in this Agreement, whenever the singular number is used it shall include the plural, and whenever the masculine gender is used it shall include the female gender, and vice versa.
- C. Recognition of Union: Pursuant to and in accordance with all applicable provisions of Act #379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all Employees in the Police Department of the Charter Township of Chesterfield, except Patrol Officers, Detectives, Dispatchers and Command Officers.

## ARTICLE 2

### EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any Collective Bargaining Agreement with any Employee or with any other collective bargaining organization on behalf of Employees nor will the Employer aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining on behalf of Employees or make any agreement with any such other group or organization for any purpose whatsoever during the term of the Agreement.

## ARTICLE 3

### NON-DISCRIMINATION

The Charter Township of Chesterfield, either in hiring, promoting, disciplining, assigning jobs, or any other terms or conditions of employment, agrees not to discriminate against any person on the basis of any protected status as defined by Federal or State Law.

## ARTICLE 4

### NO STRIKES AND NO LOCKOUTS

- A. The bargaining unit and the Union agree that there shall be no strikes or stoppages of work or any other acts that interfere in any manner with the services of the Employer, as long as the Agreement is in force. The Union and its representatives shall process grievances only through the grievance procedure provided for in the Agreement and will not call, participate in, encourage or condone any of the aforesaid types of work stoppage by any Employee(s), the Union will make reasonable efforts to end such activity.
- B. During the term of this Agreement, the Employer agrees there shall be no lockout of the Employees.

## ARTICLE 5

### MANAGEMENT RIGHTS

- A. The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, the Township Ordinances and any modifications made thereto and any resolution passed by Township elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by the Employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right to:
1. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services , material or methods of operation;
  2. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
  3. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
  4. Determine the number, location and type of facilities and installations;
  5. Determine the size of the work force and increase or decrease its size;
  6. Hire , assign and lay off Employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day by seniority;
  7. Permit municipal Employees not included in a bargaining unit work when in the opinion of the three (3) full time elected officials this is necessary to continue municipal services;
  8. Direct the work force, assign work and determine the number of Employees assigned to operations;
  9. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish commensurate wages for any new or changed classifications;
  10. Determine lunch time, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
  11. Establish work schedules;
  12. Discipline and discharge Employees for cause;

13. Adopt, revise and enforce working rules and carry out cost and general improvement programs; all revised work rules will be posted seven (7) days prior to effective date;
  14. Transfer, promote and demote Employees from one classification department or shift to another by seniority;
  15. Select Employees for positions and to determine the qualifications and competency of Employees to perform available work.
- B. The Employer agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed are retained by the Employer and that the Union further agrees to waive its rights to grieve concerning the contemplation, approval, application, implementation or adoption of any management right.

## ARTICLE 6

### EMPLOYEE DEFINED

- A. Regular Full-time Employee: A regular full-time Employee is an individual employed in a full-time position and regularly scheduled to work thirty seven and one half (37.5) hours per week. Regular full-time Employees are entitled to benefits as specifically outlined in this Labor Agreement.
- B. Regular Part-time Employee: A regular part-time Employee is an individual employed in a part-time position and regularly scheduled to work less than thirty (30) hours per week. Regular part-time Employees shall not be entitled to any benefits outlined in this Labor Agreement.
- C. Temporary Employee: Any individual employed on a temporary basis, as determined by the Employer, ~~who~~ shall be employed for no longer than a six (6) month period. If such an Employee is hired as a result of an approved leave of absence or workers' compensation leave, the temporary Employee shall be employed for the term of the leave of absence. Such Employee shall not be represented by this Union, and shall not be entitled to any benefits outlined in this Labor Agreement.
- D. Upon a position becoming vacant, through attrition, the Employer shall only be able to convert one (1) full time position to part-time positions during the term of this Labor Agreement.

## ARTICLE 7

### SCOPE OF AGREEMENT

- A. It is the intent of the Parties that the provisions of this Agreement, which supersedes all prior Agreements and understandings between such Parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

- B. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by a mutual agreement in writing hereafter signed by the Parties hereto.
- C. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

## ARTICLE 8

### UNION SECURITY

- A. Employees may execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues and assessments or charges.
- B. The Union agrees to indemnify, protect, and save harmless the Employer from any and all claims, demands, suits and other forms of liability, resulting from action taken or not taken by the Employer in accordance with this Article. In the event any action or claim (in any arbitration proceeding, or in any Court or administrative agency) is commenced against the Employer resulting therefrom, the Union shall intervene.

## ARTICLE 9

### UNION DUES

- A. Employees may tender the monthly membership dues or service fees by signing the "Authorization for Payroll Deductions". During the life of this Agreement and in accordance with the terms of the form of Authorization for Check-off hereinafter set forth, the Employer agrees to deduct dues or service fees from the pay of each Employee who executes or has executed the following "Authorization for Payroll Deductions" form and filed same with the Employer or its representative:
- B. The Union shall indemnify, protect and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. In the event any action or claim is commenced against the Employer in any arbitration proceedings, or in any Court or administrative proceeding, to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim. (The Employer will not construe the above paragraph as a means of avoiding the collection of dues or service fees.)



- C. Check-off deductions under all properly authorized Authorization for Check-off forms shall become effective the ninetieth (90<sup>th</sup>) day after employment date and when the Authorization is filed with the Employer. The amount shall be deducted, if possible, from the first pay of each month.
- D. Deductions in any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or services have been deducted as soon as possible after the first pay period each month.
- E. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requests in writing that his authorization and request for check-off be terminated.

## ARTICLE 10

### SPECIAL CONFERENCES

- A. Special Conferences between the Union and the Employer for a discussion of important matters may be arranged by the Chapter Chair and the Human Resources Director upon the request of either Party. Such meeting shall be between not more than three (3) representatives of the Township Personnel and Labor Relations Committee and not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both Parties. Special Conferences may be attended by a representative of the Council and/or a representative of the International Union, as well as the Township Attorney or a legal representative of the Township.
- B. Arrangements for such Special Conferences shall be made in advance and a conference is requested. Matters to be discussed in Special Conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments in this Agreement, unless agreed to by both Parties in advance. Conferences shall be held during normal working hours, unless mutually agreed otherwise.
- C. Any understanding or supplemental agreements resulting from a Special Conference shall be set forth in writing and approved or rejected by the bargaining unit and the Township Board within a period of fourteen (14) days following the conclusion of the Special Conference.

## ARTICLE 11

### PRESIDENT, STEWARDS AND ALTERNATE STEWARD

- A. Employees may be represented by a Steward representing all Employees in the bargaining unit. The Chief Steward shall appoint an alternate Steward. Within fifteen (15) days after the effective date of this Agreement, the Union shall have an election for new Officers and will furnish the Employer with a list of Stewards and Officers of the Union as elected and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer. To hold the office of Steward, the Employee must have a minimum of one (1) year seniority with Employer.

- B. The local Union Chapter Chair and/or Steward shall be allowed reasonable time off without loss of pay to perform the following:
  - (a) A Steward may investigate and present a verbal or written grievance to an Employee's immediate supervisor.
  - (b) The Union Chapter Chair may discuss a written grievance with Employee(s) and/or designated representative(s) of the Employer, and the Local Chapter Chair and the applicable Steward may otherwise attend meetings and hearings in the grievance procedure.
- C. The Local Union Chapter Chair and a Steward, and not to exceed two (2) other Employees, will be allowed reasonable time off without loss of pay during the last sixty (60) days of the term of this Agreement, or during any period of extension of this Agreement following its specified termination date, to engage in collective bargaining with representatives of the Employer concerning a successor Collective Bargaining Agreement, limited to actual negotiations with Management. At least forty eight (48) hours' notice to the Department Head is required unless otherwise waived by the Department Head.

## ARTICLE 12

### GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any Employee having a grievance in connection with his/her employment must present it to the Public Safety Director within ten (10) days after the date the Employee/Union knew or should have known of the alleged violation. The Union may submit a class-action grievance provided it alleges the violation of a specific article or paragraph in which the results would be the same for each Employee involved in the grievance. Grievances must be presented as follows:
  - 1. STEP 1: VERBAL – PUBLIC SAFETY DIRECTOR: The Employee or Union representative must first discuss the specific grievance with the Public Safety Director. A Union Representative shall be present at this meeting; otherwise, the disputed issue(s) shall not be considered a formal grievance, as outlined in this Article. The Public Safety Director shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the Employee and the Union Representative.
  - 2. STEP 2: WRITTEN – HUMAN RESOURCES: If the grievance is not settled at the verbal step, a written grievance may be filed by the Union Representative with the Director of Human Resources within ten (10) days after the Public Safety Director's response at Step 1. The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the specific remedy. A meeting shall be held between the Parties within fifteen (15) days of receipt of the written grievance by the Director of Human

Resources to discuss the grievance. Within ten (10) days after the completion of the meeting, Human Resources shall give a written response.

3. STEP 3: GRIEVANCE APPEAL PROCESS: The Parties, if mutually agreeable, can utilize the services of a mediator provided through the Michigan Employment Relations Commission. While mediation is an attempt to resolve the grievance in a manner that is satisfactory to both Parties, such mediation shall not be binding on any of the Parties. At the conclusion of the mediation process, if the Parties do not resolve the grievance in writing, the Parties shall sign a joint written statement that the grievance is unresolved.
4. STEP 4: ARBITRATION: If the grievance is not satisfactorily settled at Step 2, the Union has twenty (20) days from the date of the Step 2 written statement or Step 1 response, to file for arbitration, by sending a Notice of Intent to Arbitrate to the Director of Human Resources. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration. The Notice of Intent to Arbitrate shall identify the name of the Arbitrator selected by the procedure set forth below.
  - a. Selection of The Arbitrator: Within thirty (30) days of the written demand for arbitration, the Party seeking arbitration shall notify one of the arbitrators from the permanent panel of arbitrators who are listed in this Article. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
  - b. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
  - c. An arbitrator may be removed from the list by written consent of both Parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty days after such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
  - d. The Party seeking arbitration shall notify the arbitrator within ten (10) days of his/her selection and begin to arrange the scheduling of the arbitration hearing.

C. Authority of the Arbitrator:

1. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws, rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.

2. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment.
3. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an award or recommendation on the merits of the grievance.
4. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
5. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
6. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
7. The fees and approved expenses of an arbitrator will be shared by both Parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an Employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such Employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the Party filing.
2. Computation of Back Wages: All claims for back wages shall be reduced by any unemployment compensation received during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
4. Nothing contained herein shall be intended to limit an Employee's right to discuss normal customary administrative situations with his/her immediate Supervisor.
5. Nothing contained herein shall be deemed to limit the rights guaranteed by existing statutes or court decisions.
6. Time limits may be extended or shortened by mutual written consent of the Parties.

7. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
8. Records, reports and other information pertaining to a grievance which is requested by the Union shall be made available to the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

E. Panel of Arbitrators

1. Mark Glazer
2. Deborah Brodsky
3. Tom Gravelle
4. Ildiko Knott

ARTICLE 13

PERSONNEL FILE/DISCIPLINE

- A. Personnel File: The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Department. There will be only one (1) personnel file for each Employee.
- B. Discipline:
  1. The Employer shall not discipline or discharge any Employee with seniority without just cause.
  2. The Employee shall have the right to Union Representation at the time disciplinary action is imposed and shall be advised of that right, unless the Employee is not available in which case the Union will be provided with a copy of the disciplinary action.
  3. Disciplinary action shall be corrective in nature and include verbal warning, written reprimand, suspension and discharge. Discipline will generally be progressive, but could be accelerated depending on the nature of the issue.
  4. The Elected Official/Department Head shall provide the Employee with charges and specifications in writing at the time of discipline.
  5. The Elected Official/Department Head will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension and discharge.
  6. The Employer shall maintain personnel files consistent with the Bullard/Plawicki Right-To-Know Act.
  7. Materials relating to disciplinary action which are placed in the file shall remain in the file for a period of time not to exceed one (1) year, unless otherwise stated in the disciplinary action, at which time they will be destroyed, providing that there has been no subsequent recurrences of the kind of behavior which led to disciplinary action.

8. The Employer will not take into account any prior infraction that occurred more than two (2) years previously.
9. The Employer agrees that any documented disciplinary action will be given to the Employee and placed in their personnel file.

## ARTICLE 14

### PROBATIONARY EMPLOYEES

- A. Probationary Period for New Full-time Employees: A full-time Employee, newly hired into this bargaining unit, shall be considered a probationary Employee for the first six (6) months of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period the Employer may terminate the Employee, and such Employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.
- B. Probationary Period for New Part-time Employees: A part-time Employee, newly hired into this bargaining unit, shall be considered a probationary Employee for the first nine (9) months of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period the Employer may terminate the Employee, and such Employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.
- C. Newly hired probationary full-time or part-time Employees employment with the Employer may be terminated at any time by the Employer in its sole discretion and neither the Employee nor the Union shall have recourse to the grievance procedure over such termination.

## ARTICLE 15

### DRUG POLICY

SUBJECT: DRUG TESTING POLICY S.O.P.:#04-1.506

PURPOSE: The purpose of this order is to provide all Employees with notice of the provisions of the departmental drug testing program

SCOPE: To all Chesterfield Township Police Department personnel

POLICY: It is the Policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable Employee drug-testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of Employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to

conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Employee's physical and mental health and thus, job performance.

Where law enforcement Employees participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by Employees.

#### DEFINITIONS:

- A. Sworn Officer - Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Employee - All personnel, sworn or civilian, paid or unpaid, full-time or part-time, regular or volunteer who work for the department.
- C. Supervisor - Those Employees assigned to a position having day-to-day responsibility for supervising subordinates or who are responsible for commanding a work element.
- D. Drug Test - The compulsory submission of urine in accordance with department procedures by an Employee for chemical analysis to detect prohibited drug usage.
- E. Probable Cause - That amount of facts and circumstances within the knowledge of a Supervisor or the administration which are sufficient to warrant a prudent person to believe is more probably than not that an Employee is or has been using drugs while on or off duty.
- F. Medical Review Officer (MRO) - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
- G. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the Public Safety Director/Designee or the right to same is invoked by an Employee under certain conditions outlined in this order after it has been determined that the Employee has violated this order.
- H. Explainable Positive Result - A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

## PROCEDURES/RULES:

### A. GENERAL RULES

The following rules shall supply to all Employees while on and off duty.

1. No Employee shall illegally possess any controlled substance.
2. No Employee shall ingest any controlled or prescribed substance except under the direction of a doctor.
3. No Employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any Employee having a reasonable basis to believe that another Employee is illegally using or is in possession of any controlled substance, shall immediately report the facts and circumstances to their Supervisor.
5. Discipline of Employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations policies and procedures and the Collective Bargaining Agreement. The Employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Public Safety Director/Designee when one of the following occurs:
  - a. A refusal to participate.
  - b. Probable cause.
  - c. The Medical Review Officer determines that an Employee's drug test was positive.

### B. APPLICANT DRUG TESTING

1. Applicant(s) for a position with the Chesterfield Township Police Department shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - a. Refusal to submit to a required drug test.
  - b. A confirmed positive drug test indicating drug use prohibited by this order.

### C. EMPLOYEE DRUG TESTING

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

1. The Public Safety Director/Designee may order an Employee to take a drug test upon documented probable cause that the Employee is or has been using drugs. A summary



of the facts supporting the order shall be made available to the Employee prior to the actual test.

2. Members of the POLC (Command, Detective, Police Officers & Dispatchers) shall be uniformly tested during any random testing required by the department. All POLC members will be randomly tested in the first year of the program and will be randomly selected thereafter.
  - a. The Public Safety Director/Designee and a representative from the POLC shall determine the frequency and timing of such tests.
  - b. The Employees chosen for random testing will be by a lottery system mutually agreed upon by the Public Safety Director/Designee and the POLC. The Union presidents of each bargaining unit or his/her designee shall be present at the time of the random drawing.
  - c. The presidents of each bargaining unit of the POLC or his/her designee will receive a list of the Employees that have been required to take a drug test after all Employees in that particular group have submitted or have refused to submit a urine sample to the laboratory testing personnel.
  - d. A drug screening test shall be considered as a condition of acceptance to the narcotics unit.

#### D. PENALTY

A Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Chesterfield Township Police Department's Rules, Regulations, Policies and Procedures and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the Collective Bargaining Agreement.

#### E. DRUG TESTING PROCEDURES

1. The testing procedures and safeguards provided in this order shall be adhered to by all laboratory personnel administering departmental drug test.
2. Laboratory personnel authorized to administer department drug tests shall require positive identification from each Employee to be tested before the Employee enters the testing area.
3. All testing shall follow MCOLES standards and be administered by an MCOLES approved agent.
4. Whenever there is a reason to believe that the Employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen. The Public Safety Director/Designee shall conduct an investigation to determine if the original sample was altered or substituted.

If it is determined that the sample was altered or substituted, appropriate disciplinary action shall be taken.

#### F. DRUG TESTING METHODOLOGY

1. Testing or processing phase shall consist of:
  - a. Initial screening test.
  - b. Confirmation test - if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the Public Safety Director/Designee shall be held until the confirmation test results are obtained and verified by the MRO as a positive reading.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

|                      | (ng/ml) |
|----------------------|---------|
| Marijuana metabolite | 100     |
| Cocaine metabolite   | 300     |
| *Opiate metabolite   | 300     |
| Phencyclidine        | 25      |
| Amphetamines         | 1000    |
| Barbiturates         | 300     |

\*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

| Confirmatory Test Level | (ng/ml) |
|-------------------------|---------|
| Marijuana Metabolite    | 15*     |
| Cocaine Metabolite      | 150**   |
| Opiates:                |         |
| Morphine                | 2000    |

|   |      |
|---|------|
| Codeine   | 2000 |
| Phencyclidine                                       | 25   |
| Amphetamines  | 500  |
| Amphetamine   | 500  |
| Methamphetamine                                     | 500  |
| *Delta-9-tetrahydrocannabinol-9-Carboxylic acid     |      |
| **Benzoyllecgonine                                  |      |
| +25ng/ml if immurtoassay-specific for free morphine |      |
| Barbiturates  | 300  |

6. The initial and confirmatory test cutoff levels of this order are the same as that of MCOLES and the United States Government, which was published in the Federal Register, volume 54, number 230, dated December 1, 1989. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. The standards for both MCOLES and the United States Government will be reviewed annually by the Public Safety Director/Designee and the POLC. If these cutoff levels change, the matter will be discussed with the POLC prior to any amendment of this general order.
7. The laboratory selected to conduct the analysis shall MCOLES approved.
8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Employee's personnel file.
9. Any Employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

#### G. CHAIN OF CUSTODY STORAGE

1. Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.
3. All medical records, including positive drug test results, will be stored in a safe and confidential manner and will only be disclosed as prescribed by law needed for disciplinary action or as required by MCOLES.

#### H. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

1. An Employee whose drug test has been confirmed positive by the Medical Review Officer during random testing shall (if found guilty during department disciplinary proceedings) be offered a Last Chance Agreement if the drug use in question is not in and of its self, a violation of law - i.e., use of illegal drugs or abuse of a legal but not prescribed drug.

2. At the discretion of the Public Safety Director/Designee, the Last Chance Agreement may also be offered to any Employee whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department, the Officer and the Union.
4. An Employee must attend and successfully complete an authorized rehabilitation program.
5. An Employee must pass a medical examination administered by a medical facility designated by the Public Safety Director/Designee prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
6. The township will not pay the cost of rehabilitation programs beyond the limits of township paid medical insurance. Time off under a rehabilitation program will be charged to sick, vacation, or compensatory time.
7. Once authorized to return to duty, the Employee must submit to periodic urinalysis on a timetable as may be determined by the Public Safety Director/Designee.
8. The Employee shall be subject to the terms of Last Chance Agreement for three (3) years after their return to work.
9. The Employee must agree in writing that the Employee will be automatically terminated forthwith if a violation of any portion of the Last Chance Agreement occurs at any time during its enforcement term.
10. Employee must be advised that the Employee is not obligated to sign the Agreement and be advised he has the right to seek the counsel of his legal or labor representative.

#### I. DRUG TEST RESULTS

All medical records including positive drug results will be stored in a safe and confidential manner and will only be disclosed as prescribed by law needed for disciplinary action or as required by MCOLES.

#### J. SUBSTANCE ABUSE REHABILITATION PROGRAM

Employees may participate in a substance abuse rehabilitation program however; participation shall not prohibit drug testing under this policy.

#### HARMLESS

The Township agrees to defend and hold the Union harmless from any cost or expense by the Union in any litigation arising out of the Township's activities in carrying out this drug testing program.

Re: \_\_\_\_\_

Whereas, the above referenced individual was found guilty of violating the departmental drug order on \_\_\_\_\_ and;

Whereas, the Chesterfield Township Police Department will conditionally reinstate \_\_\_\_\_ to the same rank of \_\_\_\_\_ provided the Employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Chesterfield Township Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
2. Employee must pass a medical examination administered by a medical facility designated by the Public Safety Director/Designee prior to being allowed to return to duty. The examination shall only screen for drug use and physical impact of the prior drug usage.
3. Employee may be allowed to use sick time and may apply for a medical leave of absence if required while undergoing rehabilitation.
4. Upon clearance by the medical facility designated by the Public Safety Director/Designee, the Employee shall be returned to the Police Department at the rank of \_\_\_\_\_.
5. Once returned to duty, the Employee will present himself/herself to the department approved substance abuse rehabilitation center for evaluation and agree to as well as follow any and all directives given him by the rehabilitation center for a period of not more than three years. Employee \_\_\_\_\_ agrees to sign appropriated forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives are grounds for discharge subject to review pursuant to the Collective Bargaining Agreement.
6. Once authorized to return to duty, Employee shall submit to controlled substance testing at the discretion of the Public Safety Director/Designee. If any such test shows a positive result for the presence of a controlled substance, Employee will be discharged from employment with the Township of Chesterfield subject to review pursuant to the Collective Bargaining Agreement of only the discharge for a positive test result hereunder.
7. Employee \_\_\_\_\_ will be credited with seniority for promotional purposes for time separated from the Police Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing and Employee waives any claim thereto.
8. The Association shall withdraw with prejudice the Grievance # \_\_\_\_\_ and shall release and discharge the Employer from any and all claims relating thereto.

The Employer shall release and discharge the Union and Employee from any and all claims relating thereto. Employee shall release and discharge the Association and the Employer from any and all claims relating to Grievance # \_\_\_\_\_ including but not limited to the processing and arbitration of this Grievance. Further, Employee \_\_\_\_\_ releases the Employer and the Association from all liability and claims he/she may have had or not has with respect to his/her employment with the Township of Chesterfield whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the Collective Bargaining Agreement between the Township of Chesterfield and the POLC.

9. All Parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all Parties without any duress or coercion.
10. The Parties agree that this Agreement is entered into as a full and final settlement of the above referenced matter and is to have no precedent setting value. Furthermore, the actions taken by the Parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
11. In the event the Employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Public Safety Director/Designee

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Township Supervisor

#### ARTICLE 16

#### SUBCONTRACTING

No subcontracting will be done if it would cause a layoff of any of the present Employees in the divisions of the Bargaining Unit at the date of this contract.

## ARTICLE 17

### JOB DESCRIPTIONS

The Employer will share job descriptions with the Union to get the Union's input prior to approving any job description. The Employer has the sole and exclusive right to develop, modify, and approve all job descriptions.

## ARTICLE 18

### SENIORITY

- A. Seniority shall apply only for purposes of layoff and recall and wherever else specifically provided for in this Agreement.
- B. In all cases, however, the application of seniority is expressly subject to and conditional upon a senior Employee who is exercising bumping rights having the ability, without retraining, or being able, to perform the available work in a satisfactory manner.
- C. The Employer shall maintain up-to-date seniority lists, containing the names and job titles of all Employees in the bargaining unit entitled to seniority and copies of such lists shall be furnished to the Union upon execution of this Agreement. The Union shall be notified in writing within five (5) working days of any changes in said list during the term of this Agreement.

## ARTICLE 19

### LOSS OF SENIORITY

- A. An Employee shall forfeit her/his seniority for the following reasons:
  - 1. The Employee retires, resigns or terminates their employment with the Township.
  - 2. The Employee is discharged and the discharge is not reversed under the grievance procedure.
  - 3. The Employee is absent from work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to her/his last known address that their seniority has been forfeited and their employment terminated.
  - 4. The Employee fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement. In special cases, exceptions may be made by the Employer.

5. The Employee fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in subparagraph 3.
6. The Employee accepts full-time employment elsewhere during a period of time while they are on an approved leave from Chesterfield Township.

## ARTICLE 20

### LAYOFF

- A. The word "layoff" means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees within the affected seniority group will be first, then other Employees in the group by lowest to highest seniority. A qualified seniority Employee will have bumping rights within her/his bargaining unit. Bumping must be requested in writing at least five (5) calendar days from the effective date of layoff. In no instance shall the Employer be obligated to promote an Employee instead of laying off said Employee.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Chapter Chair of the Local Union shall receive a list from the Township of the Employees being laid off on the same date the notices are issued to Employees.
- D. An Employee's seniority shall accrue during layoff but not to exceed double the Employee's seniority at the time of layoff, and in no event shall more than a maximum of two (2) years seniority accrue while any Employee is laid off. During layoff no fringe benefits will accrue except longevity credit.

## ARTICLE 21

### RECALL PROCEDURE

After a layoff, Employees shall be recalled in the inverse order of the layoff, subject to the Employee being able to perform the available work in a satisfactory manner. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. If the Employee fails to report to work after being recalled to work within seven (7) calendar days after delivery by the post office at said address of said recall notice, the Employee, shall be considered as having terminated her/his employment.

## ARTICLE 22

### TRANSFERS AND JOB OPENINGS

Employees shall have the right to apply for a vacant position, in writing, following the process determined by Human Resources. The Employer shall consider such application from an



Employee, however, the Employer shall fill such vacancy with the most qualified applicant. The Employer has the sole and exclusive right to determine the most qualified applicant.

## ARTICLE 23

### REIMBURSEMENT OF EDUCATIONAL EXPENSES

- A. The Township encourages its Employees to better themselves through higher education. The Township agrees to reimburse the Employee up to two thousand dollars (\$2,000.00) for books, tuition and applicable fees for pre-approved course work successfully completed and which leads towards a degree. All course work must be pre-approved by the Chief of Police prior to taking the class. Course work must be from an accredited program, must be a class that is required by the degree or program, must be related to the Employee's position and must be for classes attended for non-duty hours. All such requests must be submitted on a department education request form. If the Employee leaves the Township employment before completing the course work or fails to successfully complete the course, the township will not reimburse the Employee for the course. In Addition, the Employee agrees to repay the Township for any educational reimbursement; including base pay degree percentage if the Employee leaves the Township in less than three (3) years after the reimbursement is made. To successfully complete a course is to receive a grade of "B" or above.
- B. An Employee shall be entitled to receive full tuition reimbursement benefits as set forth in this article if the Employee performs work for one thousand four hundred (1400) hours during the previous calendar year.

An Employee shall be entitled to receive one-half of their tuition reimbursement benefits as set forth if they perform work for seven hundred and sixty (760) hours in the previous calendar year.

An Employee who works less than seven hundred and sixty (760) hours will receive no tuition reimbursement benefits for the year.

A regular work week includes benefit time including compensatory time, the annual paid, vacation time, paid bereavement time, and approved workers' compensation benefits.

- C. At the request of one of the three full-time Officials, an Authorization to Release Information form must be completed and returned to the requestor. The form must be from the attending college.
- D. All attendance at seminars approved by the Employer shall be fully paid for by the Township and not be subject to reimbursement by the Employee. Seminars shall include those (but not limited to) administered by the Michigan Municipal League and Michigan Township Association.

## ARTICLE 24

### LEAVE OF ABSENCE

- A. Full-time Employees are eligible and may request a leave of absence in writing for any of the following reasons:
1. Personal Leave
  2. Medical Leave for Employee and/or Family
  3. Military
- B. Provisions:
1. Personal Leave of Absence:
    - a. An Employee may be eligible for a Personal Leave upon completion of twelve (12) months of service from their full-time date of hire.
    - b. An Employee absent from work for more than fifteen (15) consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources.
    - c. All requests for a Personal Leave must be submitted with as much possible notice prior to the effective date of the Personal Leave.
    - d. While on an approved Personal Leave, an Employee must exhaust all compensatory time and all vacation time, less five (5) days.
    - e. An approved Personal Leave shall not exceed six (6) months.
    - f. An Employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the Employee is on said Personal Leave without pay.
    - g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
    - h. The Elected Official/Department Head and the Director of Human Resources/Designee shall approve or disapprove all requests for Personal Leave. The Employer shall have the sole and exclusive right to approve or disapprove leaves, ensuring the needs of the Township will be met.
    - i. An Employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in this Labor Agreement.
  2. Medical Leave of Absence for Employee and/or Family:
    - a. An eligible Employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by

illness or injury may request a Medical Leave.

- b. An Employee may be eligible for a Medical Leave upon completion of six (6) months of service from their date of hire.
- c. A family member shall be defined pursuant to the Family Medical Leave Act.
- d. An Employee absent from work for more than five (5) consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources.
- e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head at least thirty (30) days prior to the effective date of the Medical Leave.
- f. An eligible Employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
- g. Medical certification must be received by Human Resources within fifteen (15) days from the Employee's last day worked.
- h. While on an approved Medical Leave, an Employee must use paid time off to cover any elimination period related to Short Term or Long Term Disability.
- i. Medical Leaves can be approved for a period of no more than six (6) months. Medical Leave requested beyond six (6) months, may be approved for an extension, but not to exceed an aggregate total of no more than twelve (12) months.
- j. Medical Leave extension requests must be submitted in writing at least five (5) working days prior to the expiration of the current approved Medical Leave.
- k. An Employee on an approved unpaid Medical Leave shall not accrue credited service for retirement during the time which the Employee is on said Medical Leave without pay.
- l. While on a Medical Leave, benefits will be cancelled at the end of the tenth (10<sup>th</sup>) month of an approved medical leave. Upon the return from a Medical Leave where benefits are cancelled, such benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
- m. The Employer may exercise the right to have the Employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer's expense.
- n. The Elected Official/Department Head and the Director of Human Resources/Designee shall approve or disapprove requests for Medical Leave, ensuring the needs of the Township will be met.
- o. In order to return from a Medical Leave, the Employee must have the ability to perform the essential functions of the job with or without reasonable accommodation.

At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.

- p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in this Labor Agreement.

3. Military:

- a. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An Employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.
- b. Benefits provided for Employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Re-employment Rights of Members of the Uniformed Services as determined by Human Resources. Employees absent under USERRA should provide the Township with a copy of his/her military orders.

- 4. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

ARTICLE 25

BEREAVEMENT LEAVE

- A. An Employee will receive five (5) days off with pay, not chargeable to paid time off accumulation, for bereavement of the Employee's spouse, children, natural mother and natural father.
- B. An Employee will receive three (3) days off for bereavement of the Employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children, grandparent, grandchildren, step grandchildren, brother, sister, foster parents, father-in-law, mother-in-law or step-parent, provided the Employee attends the funeral.
- C. An Employee will receive one (1) day off for bereavement of the Employee's aunt, uncle, grandparent-in-law, grandchildren-in-law, niece, nephew. An Employee may take an additional two (2) days off deducted from accumulated paid time off.
- D. In the event of a death of an Employee's natural mother, natural father, children or spouse, the Employee, upon request, may use two (2) additional days, deducted from accumulated paid time off.
- E. For attendance of out-of-state funerals, an additional two (2) days may be taken, deducted from accumulated paid time off.
- F. The employee will provide proof of death and attendance of funeral, upon request by the Employer, under Paragraph B.

ARTICLE 26

PAID TIME OFF

A. The purpose of Paid Time Off (PTO) is to provide Employees with flexible paid time off from work that shall be used for such Employee needs as sick time, vacation, personal business and other activities and needs, without disrupting the operations of the department.

B. The following schedule shall apply to full time Employees:

| <u>YEARS OF<br/>CONSECUTIVE<br/>SERVICE COMPLETED</u> | <u>ANNUAL<br/>AMOUNT OF<br/>PTO DAYS</u> |
|---|--|
| Less than 5   | 28 days                                  |
| 5   | 33 days                                  |
| 10  | 38 days                                  |
| 15  | 43 days                                  |

C. Employees shall accrue fourteen (14) PTO days at date of hire, and then in total on that anniversary date throughout employment. Unused PTO will be paid to the Employee after each Employee's anniversary date based on original full-time date of hire, payments not to exceed fifty percent (50%) of annual amount of PTO days.

D. Paid Time Off shall be available for use upon accrual.

E. In order to implement PTO, existing Employees shall receive a pro-rated accrual of sick leave and personal days from January 1, 2018 to the Employee's anniversary date in 2018. On the Employee's anniversary date in 2018, any unused sick or vacation time shall be paid out to the Employee. Upon the anniversary date in 2018 and going forward, the full scheduled PTO amount will be accrued.

F. Paid Time Off requests shall be reviewed by the Elected Official/Department Head, and must be approved in advance. For time off requests of one (1) week or more, the request must be submitted two (2) weeks in advance. All other time off requests must be submitted twenty-four (24) hours in advance, unless the request is for unforeseen circumstances in which case a thirty (30) minute notice is expected. Any approval shall be at the Elected Official/Department Head's discretion to ensure efficient operations.

G. Upon termination of employment, an Employee shall be compensated for the balance of his/her Paid Time Off at the rate of pay said Employee received at the time of termination.

ARTICLE 27

HOLIDAYS

A. The following shall be paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Day after Christmas  
New Year's Eve Day

If any of the foregoing holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday shall be observed on the following Monday. When Christmas Eve or New Year's Eve falls on a Sunday and Christmas Day or New Year's Day on Monday, the Christmas Eve holiday shall be observed on Tuesday.

- B. In order to qualify for holiday pay, an Employee must work his last scheduled shift prior to the holiday and his first schedule shift following the holiday. Excused absences, such as bona fide sickness, compensation time or approved paid time off will qualify the Employee for holiday pay.
- C. Employees required to work on one of the holidays listed in Paragraph A above, will receive their holiday pay (at straight time) as scheduled, plus double their regular rate of pay for all authorized hours worked on the holiday.

## ARTICLE 28

### WORKING HOURS - STANDARD WORK WEEK

The normal weekly work schedule will consist of five (5) shifts of work, commencing on Monday and ending on Friday. The regular work week and work days for Employees covered by this Agreement shall be as follows:

1. Bargaining Unit Employees - The regular work week shall consist of thirty seven and one-half (37 ½) hours per week, consisting of five (5) seven and one half (7 ½) hour days. The normal work day will be from 8:00 a.m. to 4:30 p.m. with one (1) hour unpaid lunch.
2. No lunch hours taken during the first or last hour of the Employee's work day.
3. Flex time will be available (with no overtime or premium pay occurring) upon approval of the department supervisor. A fourteen (14) day notice must be given to the affected Employee.

## ARTICLE 29

### OVERTIME PREMIUM

#### A.

1. The Employer may schedule Employees to work overtime, on a reasonable basis, subject to the provision of this Article 29.
2. One and one-half (1 ½) times an Employee's regular rate of pay will be paid for all hours worked, or otherwise compensable Jury duty, paid holidays, vacation time, sick time or funeral leave) beyond seven and one-half (7 ½) hours per work day or thirty seven and one-half (37 ½) hours per work week. Double the Employee's regular rate of pay will be paid for all hours worked on Sundays, and on paid holidays according to Paragraph 3 of Article 27. Any job started before midnight on Sunday will stay on double-time instead of reverting back to time and one-half after midnight. Overtime will be paid only when authorized in advance by the Employee's Department Head. Overtime premiums will not be duplicated or pyramided. Any emergency job started by an Employee prior to the beginning of her/his regular shift, shall remain on the applicable overtime (premium) rate of pay, until such emergency is completed.
3. No Employee shall be required or permitted to work in excess of twelve (12) continuous hours in any twenty four (24) hour period, except in serious emergency situations where her/his continuing presence is necessary, in which event she/he shall be relieved from work as soon as conditions permit. If after working twelve (12) continuous hours, an Employee is required to continue working for any period, or if she/he is called back and works at any time within the next eight (8) hours following the end of that twelve (12) hour shift, she/he shall be given as soon as possible a four (4) hour break, and receive as pay for such break (whether or not she/he is able to take all of it) four (4) hours pay at the applicable premium rate. If the Employee is relieved from work after working twelve (12) continuous hours or less, she/he shall not be eligible for such break or additional pay therefore, following the end of the work period.

#### B. Overtime shall be distributed as equally as possible among all regular Employees on a rotation basis.

1. Any Employee who refuses or is otherwise unavailable to take a call for overtime will be charged on the overtime distribution sheet for the hours that were worked on that occasion.
2. Employees who are called in and report for overtime work, will be paid a minimum of two (2) hours at the appropriate rate or pay for all hours actually worked (excluding travel time to or from the job), subject to Paragraph C next following.

#### C. Emergency Weather Conditions: In the event that two (2) of the three (3) full-time elected officials (Supervisor, Clerk and Treasurer) determine that the Police Station should be closed due to emergency weather conditions and/or power failure, the Employees covered by the terms of this Agreement shall not be required to report to work or may leave early from work (except such Employees as are required to perform essential functions of the Township) and the loss of time shall be charged against the Employee's regular pay or leave

days; provided, regular pay shall continue during the hours the Employee would otherwise have been required to work except for the emergency weather conditions. If, notwithstanding the closing of the Police Station, certain Employees are required to report to work, such Employees shall be compensated at the rate of two (2) times (double-time) their regular hourly rate in lieu of the pay provided in the previous sentence for each hour worked during the period the offices are otherwise closed because of the emergency weather conditions.

- D. Compensation Time: An Employee will be allowed to build compensation time in lieu of overtime to a maximum of thirty (30) hours accumulated in a thirty (30) day period. Any overtime worked to be accumulated for compensation time will be at overtime rate.

## ARTICLE 30

### RETIREMENT AND RETIREE INSURANCE

- A. For full time Employees hired into the Township prior January 1, 2018:
1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 6-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two percent (2%) Employee contribution. Full time Employees hired after January 1, 2014 will be eligible for MERS benefits based on age 60, 10-V.
  2. Based upon length of service at the time of retirement, an Employee with at least fifteen (15) years of full time service and age fifty-five (55) is eligible for and will receive full retiree medical and prescription benefits including dental and optical coverage for the retiree, spouse at the time of retirement, and eligible dependents (as determined by the Employer) of the retiree.
  3. An Employee who retires from the Township under the MERS pension plan, and is receiving MERS retirement payments, will be eligible for medical and prescription benefits including dental and optical coverage from the Township as described in Paragraph 2, above. For an Employee hired into the Township prior to January 1, 2010, the Employer will provide the same coverage to eligible retirees as they had upon retirement, until such time as the retiree is eligible for the Medicare Program.

For an Employee hired into the Township after January 1, 2010, the Employer will provide the same coverage as active Employees including any future negotiated changes, at the Employer's discretion, until such time as the retiree is eligible for the Medicare Program. Employees hired into the Township after January 1, 2010, will have the ability to voluntarily elect to have his/her retiree healthcare governed by Paragraph B.2., below and receive a five thousand four hundred dollar (\$5,400) contribution to that Plan for each year of prior Township service, then the contribution amounts in Paragraph B.2., will apply for future Township service. These Employees must make this election by June 29, 2018. For these Employees who have elected this option, they will be eligible for the Medicare Program as described below.



For Paragraph 3, above, retirees and/or their eligible spouse shall apply and participate in the Medicare Program, when eligible, and must obtain parts A & B at their cost. At that time, the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with the Medicare Program. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage. Dental and optical coverage will continue to be provided at the Township's cost for the retiree and eligible spouse.

4. Upon retirement of an Employee from employment with the Employer, until his or her death, the Employer will continue group life insurance coverage in the amount of fifteen thousand dollars (\$15,000.00) for the retiree only.
5. A retiree who elects not to participate in the Employer's medical and prescription drug plans and who does have coverage elsewhere, shall receive an annual insurance waiver payment of two thousand dollars (\$2,000.00) for a single contract, and four thousand dollars (\$4,000.00) for a two-person/family contract. The retiree shall only be entitled to receive the insurance waiver payment until they are enrolled in the Medicare Program. At that time eligibility will cease.

B. For full-time Employees hired into the Township on or after January 1, 2018:

1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 10-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two percent (2%) Employee contribution.
2. Will not be eligible for or receive any Employer provided retiree medical, prescription drug, dental coverage, vision coverage and life insurance. The eligible Employee, however, shall receive one hundred dollars (\$100.00) per pay period deposited by the Employer into the Defined Contribution Retirement Plan, or another savings vehicle, as determined by the Employer with the annual amount not to exceed two thousand six hundred dollars (\$2,600.00) per year. Employees shall be immediately vested in these Employer contributions.

ARTICLE 31

LONGEVITY PAY

- A. Each eligible Employee, effective in 2018, shall receive longevity pay in accordance with the following schedule, in addition to the regular salary.

| <u>Years of Continuous Service<br/>With the Township</u> | <u>Amount</u> |
|--|---------------|
| Fifth through Ninth Year                                 | \$1,500.00    |
| Tenth through Fourteenth Year                            | \$2,000.00    |
| Fifteen years or more                                    | \$3,000.00    |

- B. Each eligible Employee, effective in 2019, shall receive longevity pay in accordance with the following schedule, in addition to the regular salary.

| <u>Years of Continuous Service<br/>With the Township</u> | <u>Amount</u> |
|--|---------------|
| Fifth through Ninth Year                                 | 5%            |
| Tenth through Fourteenth Year                            | 6%            |
| Fifteen years or more                                    | 7%            |

For Employees hired on or after January 1, 2018:

| <u>Years of Continuous Service<br/>With the Township</u> | <u>Amount</u> |
|--|---------------|
| Tenth through Fourteenth Year                            | \$1,500.00    |
| Fifteen years or more                                    | \$2,500.00    |

- C. Longevity pay shall be payable (in a lump sum payment) to an eligible Employee in November of each year during the term of this Agreement. Upon the death or other termination of employment with the Township (excluding layoffs lasting less than six (6) months), of an Employee, their legal representative in the case of death, shall be paid the Employee's longevity pay for the current period on a pro-rata basis computed from the anniversary hire date to the date of death or retirement as the case may be. For the above purpose, "continuous service" with the Township shall be interpreted by any period of inactive employment lasting in excess of six (6) months, including, without limitation, such a period caused by layoff, unpaid leave of absence, suspension, discharge or quit.

## ARTICLE 32

### JURY DUTY

- A. An Employee who served on jury duty or is subpoenaed will be paid their regular pay for such jury service.
1. All jury service checks will be turned into Employee's Department Supervisor.
- B. All days served in jury duty or for a subpoena are to be considered regular working and not deducted from accumulated paid time off.
- C. If an Employee is released early from jury duty they are expected to report to work for the balance of the day. The Employee is entitled to regular lunch hour and break times, and reasonable travel time.

## ARTICLE 33

### INSURANCE BENEFITS

#### A. Insurance Benefits (general provisions):

1. Only full-time Employees and their eligible dependents will be eligible for Employer provided Insurance Benefits under this Article.

Full-time Employees whose spouse is also employed full-time by the Employer or who is a retiree of the Employer will be entitled to only one (1) medical, prescription drug, dental and vision plan for both Employee(s)/retiree and eligible dependents. Such Employee(s)/retiree shall not be eligible for the insurance waiver payment.

2. Full-time Employees may elect to cover their current spouse on the Employer's medical, prescription drug, dental and vision plans.

Full-time Employees may elect to cover their eligible children up to the age twenty-six (26) on the Employer's medical, prescription drug, dental and vision plans. Supporting documentation must be provided to Human Resources as requested.

3. Full-time Employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for the Employer's medical, prescription drug, dental and vision plans as well as life insurance.

#### B. Medical and Prescription Drug Plan:

1. The Employer shall provide the medical plan options as attached in Appendix A, or its substantial equivalence. The Employer agrees to contribute to a qualified Health Savings Account (HSA) 100% of the Plan's deductible in January of 2018, and 50% of the Plan's deductible in January of 2019. The 80/20 rule and Hard Cap rule of PA 152 will not apply to members of this bargaining unit for 2018 and 2019. Employees may elect to contribute to the HSA within the IRS established limitations.
2. Full-time Employees who elect not to participate in the Employer's medical and prescription drug plans and who have coverage elsewhere shall receive a monthly insurance waiver payment of one hundred sixty six dollars (\$166.00) for a single contract and three hundred and thirty three dollars (\$333.00) for a two (2) person/family contract. The insurance waiver will be paid in the Employee's regular paycheck, subject to normal deductions.
  - a. Full-time Employees shall establish proof of their eligibility to receive the insurance waiver payment.
  - b. Full-time Employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Employer's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

- C. Dental Plan: The Employer shall provide a dental plan to full-time Employees and their eligible dependents as outlined in Appendix A, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are an IRS claimable dependent.
- D. Vision Plan: The Employer shall provide a vision plan to full-time Employees and their eligible dependents as outlined in Appendix A, or its substantial equivalence. Dependents ages 19-26 may be eligible for vision coverage if they are an IRS claimable dependent.
- E. Life Insurance/AD&D: The life insurance benefit provided by the Employer shall be fifty thousand dollars (\$50,000) with Accidental Death & Dismemberment double indemnity coverage.
- F. Short Term Disability: Full-time Employees covered by this Agreement will be provided a Short Term Disability program with a forty (40) hour elimination period and a 66.67% weekly benefit not to exceed one thousand one hundred dollars (\$1,100.00). The provider shall be determined by the Employer. The cost for this Short Term Disability coverage will be paid by the Employer.
- G. Long Term Disability: Full-time Employees covered by this Agreement will be provided a Long Term Disability program upon the expiration of Short Term Disability benefits, with a 66.67% monthly benefit not to exceed five thousand dollars (\$5,000.00) per month. The provider shall be determined by the Employer. The cost for this Long Term Disability coverage will be paid by the Employer.
- H. Part-time Employees shall not be eligible for Employer's medical, prescription drug, dental and vision plans, short term disability, long term disability, and life insurance during employment and/or retirement.
- I. A Health Care Task Force Committee will be established, consisting of representatives from the Employer and the Union for the purposes outlined below:
  - 1. To receive and review information pertaining to medical, prescription drug, dental and vision plans covered in this Agreement.
  - 2. To meet and discuss medical, prescription drug, dental and vision plans, prior to the Employer's implementation of substantially equivalent changes, as noted in this Article, including but not limited to plan provider/carrier changes.

#### ARTICLE 34

##### WORKERS' COMPENSATION

- A. Each Employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any Employee who becomes injured during the performance of the Employee's duties shall report the injury within twenty-four (24) hours on forms provided by the Employer.
- B. The Employer agrees to continue all insurance and other benefits during the period of time the Employee is disabled. The benefits provided by this Article are limited to pension

benefits, insurance benefits, disability benefits as specifically provided in this Labor Agreement.

- C. A work-related injury will be managed pursuant to Michigan Workers' Compensation laws.
- D. An Employee unable to return to duty upon the expiration of one (1) year of Workers' Compensation shall be terminated by the Employer. The Employer will have no further obligation to the former Employee.

ARTICLE 35

TRAVEL EXPENSE REIMBURSEMENT

- A. Employees required to use their own automobile in the pursuit of their duties will receive the following reimbursement.
- B. The Township agrees to pay the amount of mileage which is approved by the Charter Township of Chesterfield Board; however, in no case will it be less than IRS Standard per mile during the term of this Agreement.
- C. All requests for reimbursement of necessary expenses incurred will be documented and supported on the forms to be furnished by the Employer. It is agreed that if the Employer provides vehicles, this Article shall become null and void.

ARTICLE 36

WAGE SCALE

2018: 1%

| <u>MINIMUM</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> | <u>STEP 6</u> | <u>MAXIMUM</u> |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| \$17.47        | \$18.73       | \$19.98       | \$21.23       | \$22.48       | \$23.74       | \$24.99       | \$26.26        |

2019: 2%

| <u>MINIMUM</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> | <u>STEP 6</u> | <u>MAXIMUM</u> |
|----------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| \$17.82        | \$19.10       | \$20.38       | \$21.65       | \$22.93       | \$24.21       | \$25.49       | \$26.79        |

At the discretion of the Employer, new Employees may be placed in an advanced step of the salary schedule (not to exceed Step 4) at date of hire, based upon prior governmental service or his/her education, training and experience.

Implementation: Each Employee will be granted monies up to the nearest step on his/her anniversary date in 2018. Movement of Employees from Step to Step will then occur annually, on each Employee's anniversary date, based on satisfactory job performance as determined by the Public Safety Director/Designee.

#### ARTICLE 37

#### MISCELLANEOUS

- A. The Union will be permitted the use of Township facilities for regular and special business meetings of the Union without charge, provided the Union makes application and conforms to all regulations as established.
- B. The Union shall have the use of office equipment and designated bulletin boards for Union business.
- C. Copies of this Agreement shall be printed at the expense of the Union and an original signed copy shall be presented to the Employer.
- D. Safety in Numbers: At no time will any Employee be required to work after dark alone.
- E. Lunch and Break Period: All Employees are entitled to a one (1) hour lunch period along with two (2) unscheduled fifteen (15) minute break periods, one in the morning and one in the afternoon. When possible, a Department Head will be notified when the Employee is taking their unscheduled breaks.
- F. Pay Periods: Will be paid bi-weekly. Pay periods are completed at the end of the work day every other Wednesday. Employees will be paid by check on the second (2nd) Wednesday for work completed during the last period. Paychecks will be distributed before the end of that day. If the normal pay day falls on a holiday, checks will be distributed as required by federal and state law to make payroll deductions for income tax purposes. Deductions may include: Federal withholding, State withholding, Social Security (FICA), Medicare Tax, Township Pension Plan and Union dues. Upon agreement of the Employer, other voluntary deductions may be made, such as Township's credit union, deferred compensation and/or disability insurance.
- G. Payroll Deduction: The Township is courier mail service and reasonable telephone service shall be made available to the Unit for Union business.

#### ARTICLE 38

#### ATTACHMENTS

The Union and Employer agree that any Letter of Agreement or Letter of Understanding not attached to this Labor Agreement is null and void and not enforceable.

ARTICLE 39

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provision of this Agreement and the Parties hereby agree that insofar as possible, each of the terms and provision hereof are severable.

ARTICLE 40

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2019.
- B. If either Party wishes to terminate or modify this Agreement, said Party shall provide written notice to the other Party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A, above.
- C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

FOR THE UNION:

FOR THE TOWNSHIP:

\_\_\_\_\_  
Scott Blackwell, Labor Representative  
Police Officers Labor Council - Clerical

\_\_\_\_\_  
Daniel J. Acciavatti, Supervisor

\_\_\_\_\_  
Holly Haycock, Bargaining Team Member  
Police Officers Labor Council - Clerical

\_\_\_\_\_  
Cindy Berry, Clerk

\_\_\_\_\_  
Paul Lafata, Treasurer

\_\_\_\_\_  
Megan Burke, Acting Director of Human  
Resources

Dated: \_\_\_\_\_