

# AGREEMENT

By And Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

POLICE OFFICERS LABOR COUNCIL

DETECTIVES, PATROL OFFICERS AND  
DISPATCHERS



January 1, 2020 through December 31, 2022

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ARTICLE 1

AGREEMENT

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of January, 2020, between the Charter Township of Chesterfield, Macomb County, Michigan ("Employer") and the Police Officer's Labor Council ("Union"). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, and to provide a peaceful and orderly means of resolving any misunderstanding which may arise and to set forth herein this agreement between the Parties concerning rates of pay, hours of employment and other working conditions.

ARTICLE 2

RECOGNITION

- A. Under the provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, the Employer recognizes the Union as the exclusive collective bargaining representative for the Employees in the defined bargaining unit for the purposes of bargaining with respect to wages, hours of employment, and other working conditions.
- B. The bargaining unit shall consist of all Police Officers, Detectives and Dispatchers of the Chesterfield Township Police Department.
- C. The Township will not interfere with, discourage, restrain, or coerce bargaining unit members from engaging in any lawful activities therein. The Township will negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment and fringe benefits.

ARTICLE 3

MANAGEMENT RIGHTS

- A. The Charter Township of Chesterfield, on behalf of the Electors of Chesterfield Township, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and by the generality of the foregoing, the right:
  - 1. Of exclusive management and control of the government systems, its property, facility, operation and affairs.
  - 2. To hire Employees, determine their qualifications, dismissal, demotion, suspension or layoff; to determine the number and scheduling of all employees; to promote or transfer all Employees; to determine the size of the work force; and to assign duties to, and to direct and treat all Employees equally and fairly.
  - 3. To determine those services, supplies and equipment which are necessary in providing its services; to determine all methods and means of distributing, disseminating its services, methods, scheduling, and standards of operations; to determine the means,

methods and processes of carrying on its services and duties; and to determine any changes in the proceeding including innovative programs and practices. Any contracting or sub-contracting shall adhere to applicable inter-governmental transfer laws.

4. To sub-contract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department. All other sub-contracting shall be subject to collective bargaining, except in no event shall the employer sub-contract bargaining unit work if a member is on layoff or it would cause a layoff.
  5. To determine the number and location or relocation of its facilities.
  6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to the public relations of the Township of Chesterfield.
  7. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.
- B. The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Township of Chesterfield, the adoption of reasonable policies, rules, regulations and practices and furthermore, the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

#### ARTICLE 4

##### MANAGEMENT SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike or picketing against the Employer, or any slow down or the interruption of, or interference with, the functions of the Employer. Violation of the provisions of this Article shall be grounds for disciplinary action up to and including discharge.

#### ARTICLE 5

##### UNION SECURITY

- A. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union and shall cease in accordance with the Union's by-laws and governing documents.
- B. The Employer shall not make any dues deductions without proper, written authorization from the affected employee. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees on a bi-weekly basis from the pay of the employees that have authorized such deductions.

- C. Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- D. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
- E. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
- F. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, if permissible shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

## ARTICLE 6

### SENIORITY

- A. Seniority shall not be affected by race, sex, age, marital status, or any other protected class.
- B. New Employees hired shall be considered as probationary Employees for the first year of their employment.
- C. The Union shall represent probationary Employees for the purpose of bargaining in respect to rates of pay, hours of employment, and working conditions, provided that any discipline or discharge of a probationary Employee will not be subject to the Party's grievance procedure contained herein.
- D. The Employer will keep the seniority list up to date and will provide the Union with a written copy of said list the first week in each January, the first week in each July and any time the said list changes.
- E. Upon satisfactory completion of one year probationary period, seniority will commence from the first date of employment.
- F. Length of service is a period of continuous and unbroken employment with the Township, dating from the most recent date of full-time employment.
- G. This seniority date shall be for the purpose of establishing economic benefit levels (excluding layoffs which shall be the actual date of full-time employment) and shall exclude non-economic provisions, i.e., vacation selection, etc. Vacation selection, shift pick and eligibility for promotion shall be based upon time as a Sworn Officer with the Chesterfield Township Police Department.

- H. A bargaining unit member who promotes out of the bargaining unit shall be allowed to return to the bargaining unit in the event of a demotion or resignation. Should the demotion or resignation occur during the probation period, the member shall have seniority continued unbroken. In the event that the demotion or resignation occurs after the probation period is over, bargaining unit seniority will not include time in any other bargaining unit for purposes of vacation selection and shift pick.

## ARTICLE 7

### LOSS OF SENIORITY

An Employee will lose seniority if:

- A. The Employee quits, resigns, retires or dies.
- B. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. The Employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost seniority and employment has been terminated.
- D. The Employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. The Employee fails to return at the conclusion of a sick leave or leave of absence after the expiration of the sick leave or its approved continuances or the leave of absence. This will be treated in the same manner as Paragraph 3, above. Seniority will not be affected under the provisions of the Family Medical Leave Act.
- F. An Employee will lose seniority if the Employee is off work for eighteen (18) consecutive months as the result of a non-duty related disability. The parties agree that the phrase "loss of seniority" does not afford Employer the right to terminate Employee's employment.

## ARTICLE 8

### LAYOFF DEFINITION

- A. The word "layoff" means reduction of the work force.
- B. In the event of a layoff, Employees will be laid off in inverse order of their bargaining unit seniority in the following order; first, probationary Employees and then by bargaining unit seniority.
- C. Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days' notice of layoff. The Union steward will receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employee(s).

ARTICLE 9

RECALL PROCEDURE

- A. When the work force is increased after a layoff, Employees will be recalled according to their seniority date with the last person being laid off being the first person recalled.
- B. Notice of recall shall be sent to the Employee at his/her last known address by certified mail.
- C. If an Employee fails to contact the Public Safety Director/Designee within three (3) days of receipt of said notice of recall, he/she shall be considered a voluntary quit.
- D. The Employer agrees that no new employees will be hired until the recall list has been exhausted.

ARTICLE 10

UNION BARGAINING COMMITTEE

- A. The Bargaining Committee for the Union will include not more than four (4) Employees of the Employer and no more than one (1) non-Employee representative of the Union. Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the name of all members of the Bargaining Committee to the Employer.
- B. There will be no discrimination against any Employee because of his/her Union affiliation or his/her duties as a member of the Bargaining Committee.
- C. In the event that the negotiation meetings are held at the time when an Employee representative would normally be on duty, said Employee will be paid at his/her regular rate, but only those hours that he/she would have normally been working.

ARTICLE 11

MEETINGS

During the term of this Agreement, special meetings between the Employer and the Union may be held at any time both parties agree. Such requests must specify the items to be discussed and no other business except that set forth in the request may be discussed.

ARTICLE 12

REPRESENTATIVES

- A. One (1) of the four (4) Employee representatives on the Bargaining Committee shall be designated by the Union to act as Chief Steward, one of the other representatives will act as Alternate Steward, for the purpose of processing grievances. All other matters will be taken care of by the full Bargaining Committee. Any of the other three (3) representatives may act as Alternate Steward, as appointed by the Chief Steward.

- B. In the event that it becomes necessary for the Chief Steward or Alternate Steward to process a grievance on what would be normal duty time, he/she shall be paid at his/her regular rate for that time just as though he/she were working, provided, however, that such time spent must be kept at a minimum and be reasonable and no overtime shall be paid for the processing of a grievance.

## ARTICLE 13

### 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 14

### DISCIPLINE AND DISCHARGE

- A. Discipline and/or discharge shall be for just cause. Nothing contained herein, however, shall deprive the Employee of the grievance procedure.
- B. The Employer shall provide the Employee with charges and specifications, in writing, at the time of discipline or discharge, with copies to the Union. An exception to this Section will occur when, by the necessity to immediately discipline or discharge an Employee, it is not possible for the Employer to provide in writing the charges prior to taking action. In these instances the Employer shall, within twenty-four (24) hours of the initial action, provide to the Employee and Union in writing the charges supporting the discipline or discharge.
- C. Upon written request of the Employee, the Employer or its designee may discuss the discipline or discharge with the Employee and his/her Chief Steward or designee.
- D. Should the disciplined or discharged Employee consider the discipline or discharge improper, the matter may be referred to the grievance procedure at Step II provided, however, the discipline or discharge of a probationary Employee is not subject to the grievance procedure.
- E. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, provided that like offenses committed by the Employee are exempt from this section.
- F. Written reprimands for minor offenses, not resulting in disciplinary time off, shall be removed from the Employee's personnel file two (2) years subsequent to the date of such reprimand, provided that no like offense is committed by the Employee during that year. At the discretion of the Public Safety Director/Designee, removal of such documents may occur after six (6) months. It will be the responsibility of the Employee receiving the discipline to request the removal in writing, via the chain of command, to the Public Safety Director/Designee. If the six (6) month request is denied, the denial is not subject to a grievance.

## ARTICLE 15

### WAGES AND SALARIES

- A. The following wage and salary scale shall apply for the years of 2018 and 2019:

2020: 3.0%  
2021: 3.0%  
2022: 1.0%

|           |      | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> |
|-----------|------|---------------|---------------|---------------|---------------|
| Detective | 2020 | \$55,473.60   | \$60,548.80   | \$67,059.20   | \$73,528.00   |
|           |      | \$26.67       | \$29.11       | \$32.24       | \$35.35       |
|           | 2021 | \$57,137.60   | \$62,358.40   | \$69,076.80   | \$75,732.80   |
|           |      | \$27.47       | \$29.98       | \$33.21       | \$36.41       |
|           | 2022 | \$57,699.20   | \$62,982.40   | \$69,763.20   | \$76,481.60   |
|           |      | \$27.74       | \$30.28       | \$33.54       | \$36.77       |

|            |      | <u>Start</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> |
|------------|------|--------------|---------------|---------------|---------------|
| Dispatcher | 2020 | \$36,254.40  | \$39,124.80   | \$41,516.80   | \$50,980.80   |
|            |      | \$17.43      | \$18.81       | \$19.96       | \$24.51       |
|            | 2021 | \$37,336.00  | \$40,289.60   | \$42,764.80   | \$52,520.00   |
|            |      | \$17.95      | \$19.37       | \$20.56       | \$25.25       |
|            | 2022 | \$37,710.40  | \$40,684.80   | \$43,201.60   | \$53,040.00   |
|            |      | \$18.13      | \$19.56       | \$20.77       | \$25.50       |

|                |      | <u>Start</u> | <u>1 Year</u> | <u>2 Year</u> | <u>3 Year</u> | <u>4 Year</u> |
|----------------|------|--------------|---------------|---------------|---------------|---------------|
| Patrol Officer | 2020 | \$46,217.60  | \$52,332.80   | \$57,116.80   | \$63,294.40   | \$69,368.00   |
|                |      | \$22.22      | \$25.16       | \$27.46       | \$30.43       | \$33.35       |
|                | 2021 | \$47,611.20  | \$53,892.80   | \$58,822.40   | \$65,187.20   | \$71,448.00   |
|                |      | \$22.89      | \$25.91       | \$28.28       | \$31.34       | \$34.35       |
|                | 2022 | \$48,089.60  | \$54,433.60   | \$59,404.80   | \$65,832.00   | \$72,155.20   |
|                |      | \$23.12      | \$26.17       | \$28.56       | \$31.65       | \$34.69       |

- B. The Parties agree that the Employer may hire a Police Officer with prior police experience and pay the Officer at the one (1) year rate. The Employer may also hire Dispatchers with one (1) year prior experience in Public Safety and pay the Dispatcher at the one (1) year rate. The Employee will be on probation during the first year of employment. After the Employee has completed his/her first year, the Employee will advance to the second year rate and each year thereafter the Employee will advance year by year until the Employee is at the top of the scale. This provision shall not affect the Employee's seniority for purposes of retirement, vacation or for layoff and recall.
- C. All hours worked in excess of eight (8) hours in a work day shall be paid at one and one half (1 1/2) times the Employee's rate of pay. Employees will be paid regular pay of forty (40) hours per week. Overtime must be approved by the Public Safety Director/Designee.
- D. Employees shall be paid on a bi-weekly basis.

- E. Work schedules shall be posted a minimum of four (4) weeks in advance of their effective date. The current practice of shift trades will continue, subject to approval by the Public Safety Director/Designee or Command Officer. A work schedule committee is established and made up of the following individuals: Public Safety Director, one (1) Command Officer & two (2) Patrol Officers. The committee will meet as necessary to discuss scheduling and time off issues. It is understood that no changes in the method of scheduling or the way time off is taken, will occur without a four (4) week notice to the members of this committee. The committee will then meet in a timely manner to discuss these issues. The Chief will take into consideration the recommendations made by the committee; however, the final decision on these matters will be his. On January 1st of each year, the Chief shall furnish to the Union his choice of Command Officer to sit on this committee. The Union, on January 1st of each year, shall furnish to the Chief the names of the Patrol Officers selected to sit on this committee.
- F. Overtime shall be offered first to full-time Employees within the classification. The decision of whether to fill a vacancy created on a scheduled shift is a management right and shall be within the sole discretion of the Chesterfield Township Police Chief unless otherwise provided in this Agreement. In no event, however, shall a shift consist of less than three (3) uniform Officers, at least one (1) but not more than two (2) of which shall be a uniform Command Officer. In the event a Command Officer is absent from a shift, the most senior Patrol Officer working such shift shall receive pay equal to that of a Sergeant for those hours actually worked during the Command Officer's absence. Whenever a full-time Employee is not on the regular work schedule as described in Paragraph E., above, and called into work, said Employee shall be compensated at the prevailing overtime rate. In no event, shall one Employee be permitted to switch a shift with another Employee, the result of which would create overtime or stand-by pay.
- G. Shift Premium: In addition to those wages and salaries set forth in Paragraph A., above, Employees shall receive a shift premium calculated on an hourly basis as follows:
- Employees that work hours between 6:00 p.m. and 6:00 a.m. will receive a shift premium in the amount of one dollar and sixty cents (\$1.60) per hour worked.
- H. In addition to the wages and salaries set forth in Paragraph A., above, the Dispatch Terminal Agency Coordinator (T.A.C.) shall receive a payment of three hundred dollars (\$300.00) annually, payable in the first (1<sup>st</sup>) pay period in January.
- I. The Parties agree that the Employer will provide a minimum of two (2) Dispatchers on the 3:00 p.m. to 11:00 p.m. shifts on Fridays and Saturdays during the term of this Agreement.
- J. The Parties agree that Detectives will be placed on call for a period of seven (7) days at a time. It is agreed that Detectives will be paid one dollar (\$1.00) per hour for every hour they are on call outside of their normal eight (8) hour work day. This is a total of one hundred and twenty eight dollars (\$128.00) per week for those weeks they are on call.
- K. The Union agrees that in the event of a bona fide emergency, the provisions of this Agreement may be temporarily waived until the emergency is controlled. Examples of this type of emergency include a terrorist attack, natural disaster, aircraft crash, Presidential activity or major fire.

- L. The Parties agree that the Employer will pay one and one half (1 1/2) hours of overtime per scheduled work shift when an Officer is assigned as a Certified Field Training Officer or Dispatch Certified Training Officer.

## ARTICLE 16

### PART-TIME DISPATCHERS

The following shall apply to Part-Time Dispatchers:

- A. The Department shall maintain a minimum staff of eight (8) full-time Dispatchers at all times.
- B. The Department is permitted to hire and employ no more than four (4) part-time Dispatchers.
- C. Part-time Dispatcher hours will be limited to those allowable under the Affordable Care Act (ACA).
- D. Part-time Dispatcher pay rate shall be the starting full-time Dispatcher rate. Part-time Dispatchers shall receive step raises on their anniversary.
- E. Full-time Dispatchers shall be offered all open shifts before part-time Dispatchers. If a shift cannot be filled voluntarily by a full-time Dispatcher it will then be offered to a part-time Dispatcher. An open shift is defined as one that does not have two (2) Dispatchers scheduled to work.
- F. Part-time Dispatchers shall not receive any fringe benefits (health care, pension benefits, etc.).
- G. Part-time Dispatchers shall not be entitled to paid sick time or vacation time.
- H. In the event there is a reduction in the Dispatch workforce, part-time Dispatchers shall be laid off before full-time Dispatchers.
- I. In the event a full-time dispatch position temporarily opens due to an illness, injury or leave of absence the parties will meet and negotiate the use of part-time Dispatchers to temporarily fill the open full-time Dispatcher position.
- J. Any hours worked consecutively over twelve (12) hours shall be paid at time and one half (1 ½).

## ARTICLE 17

### COURT TIME, COMPENSATORY TIME AND CALL IN TIME

- A. Employees who are required to appear in Court, implied consent hearings or depositions at a time they are not scheduled to work, shall be paid one and one half (1 1/2) times the Employee's regular rate of pay for a period of three (3) hours minimum only in those

instances in which the Court time is not contiguous with their regularly scheduled shift. In those shift, the Employee shall receive a minimum of one (1) hour.

- B. Full-time Employees who are called to work at the time they are not regularly scheduled, shall be paid one and one half (1 1/2) times their regular rate, for a minimum of three (3) hours only in those instances in which the call in time is not contiguous with their regular shift. In those instances in which the call in time is contiguous with their regular shift, the Employee shall be paid at the rate of one and one half (1 1/2) times his/her regular rate of pay for actual overtime hours worked.
- C. Whenever an off-duty Employee is placed on stand-by status, his/her pay shall be determined by whether such Employee is actually called to court the day of stand-by status. In those instances in which an off-duty Employee is placed on stand-by status and is not called to Court, said Employee shall receive a minimum of a Court appearance as set forth in Article 17. In those instances, however in which an off-duty Employee on stand-by status is required to appear in Court, such Employee shall receive payment for (1) a minimum Court appearance or actual Court time, whichever is greater, plus (2) the actual time the Employee was on stand-by status.
- D. Full-time Employees shall be given the option of banking time instead of receiving money for Court appearances, call-in or overtime. Whenever an Employee turns in a slip for payment of Court time, call in or overtime they will indicate "pay" or "compensatory time". If nothing is indicated, it will be recorded as "pay". Hours put into the "compensatory" bank shall be at the same rate as would have been paid had the Employee elected "pay". No more than four hundred and eighty (480) compensatory hours (for Employees hired on or after January 1, 2014, no more than two hundred and forty (240) compensatory hours) may be banked and all criteria of the Fair Labor Standards Act (FLSA) shall be followed. Compensatory time cannot be used as time off if such time off will result in overtime (excluding Dispatchers). The Employee may only request pay from their compensatory bank twice per calendar year, in April and October. Any Employee promoted shall have his/her compensatory time bank paid out prior to the promotion. Upon death or separation from the Township, banked time shall be at the current wage rate.

## ARTICLE 18

### HOLIDAYS AND HOLIDAY PAY

- A. The following days are designed Holidays. For the purpose of this Article, these Holidays shall be recognized on their actual date:

|                        |                     |
|------------------------|---------------------|
| New Year's Day         | Labor Day           |
| Martin Luther King Day | Veterans' Day       |
| President's Day        | Thanksgiving Day    |
| Easter                 | Christmas Eve       |
| Memorial Day           | Christmas Day       |
| Independence Day       | Day after Christmas |
| Columbus Day           |                     |

- B. Full-time Employees shall be paid eight (8) hours straight time for each of the specified Holidays irrespective of whether or not the Employees actually works on such days. Payment for Holidays shall be made in January of the following year. In order to be eligible for such Holiday pay, the Employee must have been employed by the Township of Chesterfield on the date of each Holiday for which he/she requests Holiday Pay. If the Employee is scheduled to work the Holiday and the Employee calls in sick, he/she will not be eligible for Holiday Pay, for that particular Holiday.
- C. If a full-time Employee is required to work on a specified Holiday, he/she shall receive one and one half (1 1/2) time the Employee's regular rate of pay for all hours worked in addition to Paragraph B., above. If an Employee is called in to or held over to work a shift they were not normally scheduled to work, the Employee will receive pay, at a rate of double their normal rate, for all hours worked during the period for which they were called in.

ARTICLE 19

VACATIONS

- A. All bargaining unit full-time Employees will earn paid vacations, based on the following years of service:

|   |           |
|---|-----------|
| 1 year service                            | 56 hours  |
| 2 years' service, but less than 5 years   | 112 hours |
| 5 years' service, but less than 10 years  | 160 hours |
| 10 years' service, but less than 15 years | 200 hours |
| 15 years' service and over                | 240 hours |

Vacation time is earned on a daily basis and placed in an Employee's vacation bank on his/her anniversary date. In the event an Employee separates from employment for any reason, Employee shall be entitled to be paid for vacation time earned.

- B. Vacation time may be carried over up to seventy-five percent (75%) of the amount earned during the preceding twelve (12) month period. In no event, however, shall an Employee be permitted to use carry over vacation time for a scheduled vacation which would exceed one hundred and sixty (160) hours (one hundred and seventy (170) hours for Patrol). An Employee must utilize his/her accrued vacation time in the immediate succeeding twelve (12) month period.
- C. If an Employee takes less than the full amount of vacation to which he/she is entitled, he/she will get paid for any unused hours at the end of the Township fiscal year; subject to Employer approval. The Township will pay for any such unused hours at the end of the Township fiscal year in instances in which the Employee's failure to utilize the full amount of vacation time is the result of sickness, work related injuries and/or work scheduling by the Employer.
- D. Seniority will govern the choice of vacation period subject to reasonable scheduling requirements of the Chesterfield Township Police Department provided, however, that the senior Employee makes his/her choice of vacation period before the end of the scheduling month.

- E. In the event an Employee becomes injured or ill prior to taking his/her vacation or during a scheduled vacation and is under the care of a licensed physician, the Employee's vacation will be scheduled for later in the year. In the event the incapacity continues through the entire year, the Employee will not be allowed to carry over the unused vacation into the following year but will be paid by the Employer for such unused time.
- F. Employees will be paid their current rate on their regular scheduled pay while on vacation and will receive credit for any benefits provided for this Agreement.
- G. If an Employee resigns or upon death, the Employee or his/her estate shall be paid for unused vacation days at his/her regular rate of pay.

## ARTICLE 20

### SICK LEAVE

- A. Effective January 1st of each year, each full-time member of the Union will be entitled to ninety-six (96) (one hundred and two (102) for Patrol) paid sick hours per year. These hours shall not accrue from year to year. Employees will be paid the previous years' unused sick time by the last week in January.
- B. An employee will forfeit eight (8) (eight and one half (8.5) for Patrol) hours sick time for each month they do not work eighty (80) (eighty-five (85) for Patrol) hours. Those eighty (80) (eighty-five (85) for Patrol) working hours include benefit time such as compensatory time, the ninety-six (96) (one hundred and two (102) for Patrol) annual paid sick hours, vacation time, paid bereavement time, approved workers' compensation benefits and paid personal leave days.
- C. In the event that an Employee uses more than three (3) single sick days within ninety (90) days, each subsequent sick day used shall require a doctor's note. After ninety (90) days have passed without using a sick day, the Employee shall then be subject to the first sentence of this paragraph. Falsification of such evidence shall be automatic cause for dismissal.
- D. The Township, after the prolonged disability of an Employee, may require that the Employee present medical certification of his/her physical fitness to return to work. If the disability has lasted in excess of thirty (30) days, the Employee must give the Township at least one (1) week written notice of intent to return to work prior to terminating the use of disability insurance.
- E. Full-time Employees hired after January 1 of the fiscal year shall be entitled to sick leave upon completion of ninety (90) calendar days. Commencing with an Employee's most recent hiring in date, and not before, the newly hired Employee shall be credited with twenty-four (24) (twenty-five and one half (25.5) for Patrol) paid sick hours. Thereafter, the sick hours are to be prorated at a rate of eight (8) (eight and one half (8.5) for Patrol) hours for each thirty (30) day period remaining in said fiscal year.

## ARTICLE 21

### BEREAVEMENT LEAVE

An Employee will receive five (5) days off with pay, not chargeable to sick or vacation time accumulation, for attendance at the funeral of the Employee's spouse, children, mother, father, step-parent, parent in loco parentis, brother and sister.

An Employee will receive three (3) days off with pay, for bereavement of the Employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-children, grandparent, grandchildren, step-grandchildren, foster parents, father-in-law, and mother-in-law.

An Employee will receive one (1) day off with pay, for bereavement of the Employee's aunt, uncle, grandparent-in-law, niece and nephew. An Employee may take an additional two (2) days off. In such an event, the additional time shall be treated by the Employer as personal leave pursuant to Article 21 of this Agreement.

In the event of death of an Employee's natural mother, natural father, children or spouse, the Employee upon request, may use two (2) additional days. In such event, the additional time shall be treated by the Employer, as personal leave pursuant to Article 21 of this Agreement.

For attendance at out-of-state funerals, an additional two (2) days may be taken. In such event, the additional time shall be treated by the Employer as personal leave pursuant to Article 21 of this Agreement.

## ARTICLE 22

### PERSONAL LEAVE

- A. Forty (40) hour per week Employees shall receive five (5) personal days each year. Employees that work twelve (12) hour shifts will receive four (4) personal days each year. In both cases, an Employee that does not use his/her personal days will forfeit those days at the end of the calendar year.
- B. The use of paid personal leave time may not be requested in increments of less than one-half (1/2) day.
- C. Each Officer shall be permitted to use his/her personal days upon providing Management with one (1) hour notice. Personal days may not be denied by Management notwithstanding the provisions contained in Article 41.

## ARTICLE 23

### 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 sick leave and vacation time 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 24

EDUCATION

Employees who possess a college degree in criminal justice or other job related curriculum shall receive an annual educational incentive. This incentive will be paid in January of the following year.

|                                       |                |
|---------------------------------------|----------------|
| Associate's Degree or 60 credit hours | 1% of base pay |
| Bachelor's Degree                     | 3% of base pay |
| Master's Degree                       | 5% of base pay |

Employees hired on or after January 1, 2014 shall receive their first educational incentive payment in January, 2019.

ARTICLE 25

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) fifty percent (50%) of the Plan's deductible in January of 2020, 2021, and 2022. The 80/20 rule and Hard Cap rule of PA 152 will not apply to members of this bargaining unit for 2020, 2021 and 2022. 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. Full-time employees who are waiving medical insurance are eligible to enroll in dental and vision insurance, and still receive the waiver payment.
- 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.

## ARTICLE 26

### 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 the Michigan Employees Retirement Systems (MERS) benefit as follows: MERS B-3, 10-V, FAC-3, F50/25, D2, defined benefit pension plan with final average compensation based on W-2 wages. Employees hired into the Township on or after January 1, 2014 shall have their final average compensation based on base wage only. Each participating bargaining unit member hired into the Township prior to January 1, 2014 shall contribute 4.5% of W-2 wages to the MERS plan through payroll deduction. Each member hired into the Township on or after January 1, 2014 shall contribute 4.5% of base wage only to the MERS plan through payroll deduction. Participating in the MERS plan shall be a condition of continued employment unless otherwise mutually agreed in writing by the Employer and Union. All members shall be allowed to purchase service credit pursuant to MERS guidelines.
2. For an Employee hired into the Township prior to January 1, 2010 and 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 for the retiree, spouse at the time of retirement, and eligible dependents (as determined by the Employer) of the retiree. The Employer will provide the same coverage to these eligible retirees as they had upon retirement, until such time as the retiree is eligible for the Medicare Program.
3. For an Employee hired into the Township after January 1, 2010 and who retires from the Township under the MERS pension plan and receiving MERS retirement payments, will be eligible for medical and prescription benefits including dental and optical coverage from the Township for the retiree, spouse at the time of retirement, and eligible dependents (as determined by the Employer) of the retiree. The Employer will provide the same coverage to these eligible retirees 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.

For both Paragraphs 2 and 3, above, retired Employees 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 (\$2,000.00) for a single contract and four thousand dollars (\$4,000.00) for a two (2) 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 and payment 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 the Michigan Employees' Retirement Systems (MERS) benefit as follows: MERS B-3, 10-V, FAC-3, F50/25, D2, defined benefit pension plan, with Final Average Compensation based on base wage only. Each participating bargaining unit member shall contribute 4.5% of base wage only to the MERS plan through payroll deduction. Participating in the MERS plan shall be a condition of continued employment unless otherwise mutually agreed in writing by the Employer and Union. All members shall be allowed to purchase service credit pursuant to MERS guidelines.
  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.
- C. A retiree who has elected to waive health insurance in retirement, per this section (Article 26, Section A.5.), shall be entitled to re-enroll in the insurance plan during annual open enrollment periods, or within thirty (30) days from a Qualifying Life Event (QLE). The retiree shall be entitled to benefits that the retiree would have otherwise been entitled to at the time of retirement provided under Sections A.2 and A.3 of this Article. The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

## ARTICLE 27

### WORKERS' COMPENSATION

- A. 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 and any co-payment insurance obligations if provided for in the specific insurance plan.
- B. The Employer shall provide and assume the premium for Workers' Compensation and Liability Insurance in accordance with the Statute.
- C. A Township Employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the Township, which bodily injury totally incapacitates such Employee from performing their normal employment, shall be entitled to disability compensation upon the following basis, and subject to the following provisions:

1. The Employee must be eligible for and receive Workers' Compensation on account of such bodily injury.
2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
3. Any Employee suffering an injury within the meaning and definition of this Article shall file a report in writing, relating to such injury, with the Chief or Designee on the day such injury occurs, or if physically unable to do so because the nature of the injury, then a physician's report in writing, relating to such injury, shall be filed with the Chief or Designee within one (1) week from the date of the injury. The report shall be made upon the form furnished by the Township of Chesterfield, and when received by the Chief, shall be transmitted forthwith to the office of the Township Supervisor and Township Benefits Department.
4. The Employee shall furnish to the Benefits Department a written medical certificate which includes a description of the injury and, to the extent medically possible, the period of incapacity, as well as periodic written progress reports upon request.
5. Compensation received by an Employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such Employee from performing any available Township Employment, shall be paid on the following basis:

Said Employee shall continue to receive their regular paycheck from the Township and will sign over all workers' compensation checks to the Township immediately upon receipt. The compensation received by such Employee under the Workers' Compensation Act shall be supplemented by the amount necessary to equal his / her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Human Resources Director/Designee and Public Safety Director/Designee shall review the disability status as determined by the Workers' Compensation Medical Authority of the injured Employee to determine if up to an additional six (6) month extension shall be granted dependent upon the physical condition and ability of the Employee to perform his / her regular job. In no event shall the period for supplementation under this provision exceed two (2) years from the date of the incapacitating injury. If disability exists at the end of the two (2) year period, the Employee shall be terminated and shall have the option to seek to become eligible for coverage under the appropriate disability provision of the insurance or MERS plans. Employees receiving disability compensation hereunder shall continue to accrue Longevity Benefits on the same basis as full time Employees on the active payroll. Employees may elect to carry over, rather than receiving payment at the year end, any unused vacation and sick leave should they remain on disability leave for an extended period of time.

## ARTICLE 28

### UNIFORMS

- A. The Employer shall provide the "initial uniform issue". For purpose of this Article, the phrase "initial uniform issue" shall include the following:

#### Full-Time Patrol Officers

4 pair of pants and one belt, 4 long sleeve shirts  
4 short sleeve shirts, 2 ties  
2 name tags  
1 standard black gun belt, 1 standard black holster, 1 handcuff carrier  
1 pair of handcuffs  
1 ammunition carrier  
1 uniform badge  
1 jacket badge  
1 winter jacket or sweater (at Employee's option), 1 pair of shoes  
1 rain coat  
1 flashlight  
1 bulletproof vest  
1 hat and 1 hat badge

#### Dispatchers

2 pair of pants and one belt 2, long sleeve shirts  
2 short sleeve shirts, 1 name tag  
1 pair of shoes

Selection of the above-listed items shall be within the sole discretion of the Public Safety Director/Designee and each Employee shall be obligated to wear those items of initial uniform issue selected and approved by the Public Safety Director/Designee.

- B. In addition to the "initial uniform issue" specifically set forth in Paragraph A. of this Article, the Employer shall provide all other equipment required by the Chesterfield Police Department. The Employer shall be obligated to purchase the "initial uniform issue" with a choice of the rayon or wool blend and such property shall remain in the property of the Employer. Upon the Employee's termination of employment with the Employer, he/shall return all property of the Employer and the Employee hereby agrees that his/her last paycheck shall be withheld until such time as the property is returned. The Employee shall be responsible for the maintenance of his/her uniform after the initial issue. If the property is damaged or destroyed in the line of duty, the Employer agrees to repair or replace such property consistent with the provisions of Paragraphs A. and B. of this Article.
- C. Uniform/Plainclothes Cleaning: (Plainclothes are suits, sport coats, dress pants, dress shirts, ties and top coats): The Employer shall be responsible for providing uniform cleaning for Employees who wear uniforms on duty and plainclothes cleaning for Employees who wear plainclothes on duty or to court, through the utilization of a designated cleaning company. All Unit members shall deliver their uniforms to the Employer approved cleaning company, and shall be required to sign a log evidencing the use of such cleaning services. The Employer shall be responsible for payment of all cleaning services performed by the

designated company. The frequency of uniform cleaning shall be within the sole discretion of each Employee.

D. Bulletproof Vests: Patrol Officers shall be required to wear a bulletproof vest while on duty. Notwithstanding any other provision in this Agreement to the contrary, the useful life of a bulletproof vest shall be determined by reference to the manufacturer's suggested useful life. Vests which attain the maximum useful life as determined by the manufacturer shall be replaced by the Employer. The Employee shall be responsible for the replacement of a vest during the period of the manufacturer's recommended life, unless the vest is damaged or destroyed in the line of duty.

E. Subsequent to the "Initial Uniform Issue", the following uniform allowance shall be provided to each Employee annually:

|                 |           |
|-----------------|-----------|
| Detectives      | \$ 900.00 |
| Patrol Officers | \$ 900.00 |
| Dispatchers     | \$ 500.00 |

F. The Township will pay the uniform allowance during the first pay period in April each calendar year. Probationary Employees shall be given an initial issue. After their probationary period they will be given a uniform allowance that is prorated for the remainder of the year.

## ARTICLE 29

### REPLACEMENT OF DAMAGED OR DESTROYED PERSONAL PROPERTY

- A. The Employer agrees to repair or replace any damaged or destroyed personal property belonging to the Employee provided that such damage or loss was incurred in the line of duty. Items which may be repaired or replaced will include: the Employees garments, cell phone, prescription glasses, sunglasses.
- B. The burden of proof of such damage or loss must be carried by the Employee, and must include evidence that the Employee acted in the scope of their duties and in compliance with Departmental rules, regulations, policies and procedures. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Public Safety Director/Designee.
- C. The following items of property provided to the Employee in the "initial uniform issue" shall be deemed to have a five (5) year life:

- 1 name tag
- 1 standard black gun belt
- 1 standard black holster
- 1 pair of handcuffs
- 1 ammunition carrier
- 1 uniform badge
- 1 jacket badge

The Employee shall be responsible for the replacement for the above-listed items within the first five (5) year period after issuance by the Employer, unless the item of property is

damaged or destroyed. The items listed above shall not be automatically replaced at the end of the said five (5) year period but rather shall remain in service until replacement is deemed appropriate by the Public Safety Director/Designee. In the event of such damage or destruction in the line of duty, the Employer agrees to repair or replace such property consistent with the provisions of Paragraphs A. and B. of this Article.

## ARTICLE 30

### DUTY RELATED LEGAL ACTION

- A. Whenever any claim is made or any civil action is commenced against an Employee for actions taken by the Employee in the performance of his/her duties and while in the course of his/her employment while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.
- B. The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the Employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the Officer, pay, settle, or compromise the judgment. Exempt from the application of this provision is any conduct or action of an Officer who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent Officers in any particular matter.

Anything in this Article to the contrary notwithstanding, the Employer's obligation to indemnify the Officer or pay or compromise any judgment rendered against the Officer shall be limited to the extent of the Employer's insurance coverage.

## ARTICLE 31

### JURY DUTY

Full-time Employees who are required to appear for jury duty at a time that they are scheduled to work, shall receive the necessary time off with pay. The Employee will turn over to the Employer that compensation received for their jury duty. An Employee who is required to appear for jury duty shall be reassigned to the day shift for the duration of his/her time on jury duty.

## ARTICLE 32

### LONGEVITY

In addition to the Employee's regular salary, Employee's shall receive longevity, which is based upon an Employee's continuous years of service. Longevity shall be payable in November of each year, based upon the Employees anniversary obtained within said year.

An Employee shall be entitled to receive full longevity pay as set forth above if the Employee performs work for one thousand four hundred (1400) regular work hours, (one thousand four hundred eight seven and one half (1487.5) for Patrol) during the calendar year.

An Employee shall be entitled to receive one half (1/2) of their longevity pay as set forth if they perform work for seven hundred and sixty (760) regular work hours (eight hundred seven and one half (807.5) for Patrol) in the calendar year.

An Employee who works less than seven hundred and sixty (760) hours (eight hundred seven and one half (807.5) for Patrol) will receive no longevity benefits for that year.

A regular work week includes benefit time including compensatory time, the ninety six (96) annual paid sick hours, vacation time, paid bereavement time, approved workers' compensation benefits, and paid personal leave days.

|                          |            |
|--------------------------|------------|
| 5 - 9 years of service   | \$1,500.00 |
| 10 - 14 years of service | \$2,000.00 |
| 15 & up years of service | \$3,000.00 |

### ARTICLE 33

#### PROMOTIONS

##### Sergeant or Detective:

All current Employees that have an interest in the position of Sergeant or Detective shall meet the following criteria:

1. Have a minimum of five (5) years' experience as a Sworn Police Officer. Five (5) years with the Chesterfield Township Police Department at the date of posting for the position of Sergeant or two years with the Chesterfield Township Police Department at the date of posting for the position of Detective.

The procedure for filling a vacant Sergeant or Detective position will be as follows:

1. Posting of the position.
2. Letter of interest including professional resume submitted by the Employee.
3. Written examination.
4. Oral board interview. Scheduling for oral board interviews will be determined by a blind draw.
5. Successful completion of Steps 3, 4 and 5.
6. Selection of the candidate.

The Parties agree that the remaining Detective's positions will be an assignment to the Detective Bureau for a three (3) year assignment and will be rotated out after three (3) years. The Employer shall maintain three (3) permanent promoted Detective positions and through attrition, the Employer shall only be obligated to retain or maintain two (2) permanent promoted Detective positions.

Employees promoted to and/or assigned to the Detective Bureau will receive pay at the Detective rate including on call pay as stipulated in Article 15, Paragraph J.

The scoring of the selection process is as follows:

60% for Written Examination

All candidates must pass the written test to move on to the oral board interview. Passing score will be determined by the testing agency. Those not achieving this passing score will not be considered further.

30% for Oral Board Interview

All candidates must pass the oral board phase with a score of seventy percent (70%) or higher. Those not achieving this passing score will not be considered further. The oral board will consist of three panelists selected by the Public Safety Director/Designee and will be from an outside law enforcement agency. Panelists will be of the rank of Lieutenant or higher. One of the panelists will be selected by the Chief to serve as Chairperson. The panel will be responsible for developing interview questions. The Union may reject an oral board member for cause within five (5) days of the posting of the names of the panel members. The oral board panel and the candidate only will be present during the interview. The results of the written examination will not be shared with the oral board panel.

10% for Seniority

Seniority points shall be calculated as follows: one-half (1/2) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points as of the day of the written test.

An eligibility list will be established based on overall rank order. Candidates may be disqualified for termination, or other disciplinary action which would make the candidate unsuitable for the position. If this candidate refuses or is disqualified, the offer would be extended to the next candidate on the list. Upon successful completion of this phase, the candidate will be promoted to the position and will be probationary for one (1) year.

Once the vacant position(s) have been filled, the remaining candidates shall be ranked and placed on an eligibility list to be valid for one (1) year from the date of the promotion. Candidates who decline the position shall be moved to the bottom of the rank for the life of the eligibility list.

The list will be established in order by each successful candidate's overall process score. In the event another opening would occur within the one (1) year period, and the department chooses to fill the vacancy, the candidate at the top of the list shall be offered the position; providing nothing has occurred that would disqualify the candidate. Examples of disqualification would be: termination, or other disciplinary action which would make the candidate unsuitable for the position. If this candidate refuses or is disqualified, the offer would be extended to the next candidate on the list. In the event that two (2) Employees end up tied on the eligibility list, the candidate with the greater seniority shall prevail. This process will continue until the list is exhausted or the one (1) year time period expires.

ARTICLE 34

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  
 \*\*Benzoylecgonine  
 +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 (3) 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 or Designee

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

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

## ARTICLE 35

### SCHOOLING

Whenever the Employer sends an Employee to a school for additional training, it shall be on the Employer's time and without any loss of benefits.

If the Employee is required to attend schooling with overnight stay, he/she shall receive a forty (\$40) dollar per diem. This follows Township Policy.

## ARTICLE 36

### PUBLIC SERVICE AIDE PROGRAM

The Parties agree to recognize a Public Service Aide Program that will be governed by a Standard Operating Procedure (SOP). The Public Service Aide Program provides the candidate an opportunity to begin a career in Law Enforcement by receiving training in various aspects of police work. These duties are diversified and directed toward introducing the Public Service Aide to a variety of job requirements and assignments within the police department; designed to give the Public Service Aide a well-rounded orientation and appreciation of the law enforcement process, and the duties performed by police officers. This will be accomplished by allowing the Public Service Aide to perform work tasks of an administrative and clerical nature along with other tasks that do not require the use of full police powers. This Program will be considered support personnel only. Public Service Aides shall not perform any law enforcement activities. There will be no layoffs to this bargaining unit due to the use of Public Service Aides.

## ARTICLE 37

### TRANSFER POLICY

The Chesterfield Township Police Department adopts the following policy regarding transfer within the Department.

Definition: A transfer is a change in assignment that maybe temporary or permanent in nature. Examples of transfers are Task Force Assignments, School Liaison Officer, or any other designated assignment that is not in the normal course of a day's activity.

All current Employees that have an interest in the transfer being offered shall meet the following criteria:

1. Have a minimum of one (1) year of service with the Chesterfield Police Department. This one-year period must be contiguous to the date of the transfer.
2. Meet the minimum required qualifications for the position of transfer being offered. These requirements will vary from position to position.
3. Have the ability and desire to complete course necessary that may be associated to the transfer position.
4. Have the ability and desire to meet any special necessary requirements for the transfer position.

The procedure for filling a vacant transfer position shall be as follows:

1. Posting of the Position
2. Letter of Interest and Resume submitted by interested Employee
3. Some Positions may have written examinations other may not
4. Oral Board Interview
5. Some position may require psychological evaluations others may not
6. Selection of the candidates

Once the vacant position has been filled, those candidates who were unsuccessful in obtaining the position shall be ranked and placed on an eligibility list to be valid for one (1) year from the date of the transfer.

The list will be established in order by each candidate's overall process score. In the event another identical opening would occur within the one (1) year period, the candidate at the top of the list shall be offered the position; providing nothing has occurred that would disqualify the candidate. Examples of disqualification would be termination, severe disciplinary action or problems with the candidate. If this candidate refuses the position or is disqualified, the offer would be extended to the next candidate on the list. In the event two (2) Employees end up tied on the eligibility list, the candidate with the greater seniority shall prevail. This process will continue until the list exhausted or the one (1) year time period expires.

## ARTICLE 38

### PATROL EQUALIZED OVERTIME

To ensure equalized overtime of Employees, within the classifications on a voluntary basis and effectively manage the assigning of involuntary overtime when an Employee is mandated to work.

- A. All members of the Road Patrol shall be placed on a list by seniority. When an Officer works overtime, their total number of hours worked shall be added to the overtime list. The hours of overtime worked shall be accrued on such list for each Officer. For purposes of the overtime list, court time and hours worked over on a shift for the purpose of completing an assignment (reports, etc.) shall not be included. Any mandatory time worked (i.e. Special Events, prisoner watch) shall be added to the overtime book.
- B. In the event there is a Patrol overtime shift with more than seventy-two (72) hours' notice, the Shift Commander shall post it as soon as reasonably possible and send a department email to Patrol, indicating the date and hours of the available shift. Said shift shall be posted in the Command cubicle and Officers shall be permitted to sign up for the shift. Shifts posted more than seven (7) days in advanced of the overtime shift will be filled after four (4) days (96 hours) of being on the overtime sign up list. The shift shall be granted to the Officer from the list with the least number of accrued hours on the books. If no Officers have voluntarily signed up within the first ninety-six (96) hours, the shift will be given to the first Officer to sign up thereafter. Shifts not filled within the first ninety-six (96) hours will be offered to Detectives to fill voluntarily. In the event the Department becomes aware of an overtime shift with less than seventy-two (72) hours' notice, the Shift Commander will attempt to fill the shift as soon as reasonably possible by contacting all Officers available for the shift. Said shift shall also be posted in the command cubicle and Officers shall be

permitted to sign up for the shift. In the event the shift assignment is not filled by a volunteer, within seventy-two (72) hours of the start of the shift, the Department will refer to the equalized overtime book and the shift assignment will be filled by ordering in the eligible Officer with the least hours on the books that is working during any of the preceding seventy-two (72) hours contiguous to the shift. If at any time during that seventy-two (72) hour period an Officer volunteers for the shift in which an Officer has been ordered to work, the shift shall be granted to the voluntary Officer. Shifts not filled voluntarily shall be offered to eligible Detectives.

- C. In the event that the total overtime hours of two (2) or more members are the same and they are the low hour members, the overtime will be worked by the least senior of those Officers.
- D. Members that are already scheduled off on compensatory, vacation, SA, sick or disability days the date of, or contiguous to, the ordered overtime shift will not be considered available to be ordered in for the shift. If a member can show proof of a prior reservation for the day being ordered (i.e., prepaid flight, hotel) they will not be considered as available to be ordered.
- E. In the event the Department becomes aware of an overtime shift less than seventy-two (72) hours but more than twenty-four (24) hours from the start of the shift, the Department shall contact available Officers by order of hours of overtime worked, starting with the Officer with the lowest amount of hours in an attempt to fill the assignment with a volunteer. Once the list of Patrol Officers has been exhausted, the shift shall be offered to Detectives. Contact will be made by telephone and a message with the date and time of the available shift shall be left. Should the Officer not answer their phone or message, the call will be counted as a denial for equalization purposes. The first Officer to accept this shift shall be granted the shift, regardless of hours on the books. In the event that there is no volunteer for the shift, it will be filled by ordering in from the established overtime list of eligible Officers as referenced above. In the event the list of all Officers available to be ordered ~~section~~ is exhausted, Officers working the shift preceding the overtime will be ordered over following the process in Paragraph F.
- F. In the event that the Department becomes aware of an overtime shift with twenty-four (24) hours or less notice, said shift will be filled by contacting the Officers currently working to request a volunteer. In the event of no volunteers, the shift commander will call from the overtime list for volunteers. If the list of Patrol Officers is exhausted, the shift shall be offered to Detectives. If the shift is not filled voluntarily, the two (2) Officers with the least accrued overtime hours working the shift immediately prior to the overtime shift will be held over. Of these two (2) Officers, the one with the most overtime hours will pick which half of the overtime shift they wish to work. Any Officer who is working an overtime shift shall not be deemed eligible to be ordered to work unless an emergency is deemed.
- G. Should a situation arise that requires the order in or order over of a member on a second shift within a seven (7) day period of being ordered, the next member with the second least number of overtime hours shall be ordered in or ordered over. If during any seven (7) day period all members from a shift have been ordered in or ordered over, the list will start anew at the member with the least number of overtime hours accrued.
- H. In the event that a member uses contractual time off in lieu of working overtime, eighteen (18) hours shall be deducted from their overtime equalization total. This shall be at progressive in nature for additional failures to show (ex: 18, 36, 54, etc.). If contractual

time off is used, in lieu of working overtime, the time will be deducted from the appropriate contractual time bank at straight time rate.

- I. For purposes of equalization, on the first day of the six (6) month schedule, all Employees shall be deemed to have worked zero (0) hours' overtime. Any overtime shifts that are filled within the first fourteen (14) days of a new schedule will be added to the preceding equalized overtime list.
- J. No member may voluntarily sign up for two (2) consecutive eighteen (18) hour shifts unless there is a minimum of twelve (12) hours between the shifts.
- K. In the event of overtime necessary for special events (Air Show, Car Show), Employees may be ordered to fill the overtime within thirty (30) days of the event. A special event is described as any event requiring a minimum of thirty-three percent (33%) of the road patrol personnel or it is deemed that an extra Dispatcher is needed. In the event the list of all eligible members to be ordered for a special event is exhausted, Detectives may be ordered to fill the vacant overtime for patrol.
- L. When an Employee has been removed from the regular shift schedule for an extended period of time greater than thirty (30) calendar days (suspension, workers' compensation, leave of absence, disability, special assignments) the Employee will be averaged into the overtime book on the date they return to work.

#### ARTICLE 39

##### DISPATCHER EQUALIZED OVERTIME

To ensure equalized overtime of Employees, within the classifications on a voluntary basis and effectively manage the assigning of involuntary overtime when an Employee is mandated to work.

- A. All members of the Dispatch shall be placed on a list by seniority. When a Dispatcher works overtime, their total number of hours worked shall be added to the overtime list. The hours of overtime worked shall be accrued on such list for each Dispatcher. Any mandatory time worked (i.e., Special Events) shall be added to the overtime book.
- B. In the event there is a Dispatch overtime assignment with more than seventy-two (72) hours' notice, the Shift Commander shall post it as soon as reasonably possible and send a department email to Dispatch, indicating the date and hours of the available overtime shift. Said shift shall be posted in the Command cubicle and Dispatchers shall be permitted to sign up for the shift. Shifts posted more than seven (7) days in advanced of the overtime shift will be filled after four (4) days (96 hours) of being on the overtime sign up list. The shift shall be granted to the Dispatcher from the list with the least number of accrued hours on the books. If no Dispatchers have voluntarily signed up within the first ninety-six (96) hours, the shift will be given to the first Dispatcher to sign up thereafter. Shifts not filled within the first ninety-six (96) hours will be offered to part-time Dispatchers to fill voluntarily. In the event the Department becomes aware of an overtime shift with less than seventy-two (72) hours' notice, the Shift Commander will attempt to fill the shift as soon as reasonably possible by contacting all Dispatchers available for the shift. Said shift shall also be posted in the command cubicle and Dispatchers shall be permitted to sign up for the shift. In the event the shift assignment is not filled by a volunteer, within seventy-two (72) hours of the

start of the shift, the Department will refer to the equalized overtime and the shift assignment will be filled by ordering in the eligible Dispatcher with the least hours on the books that is working during any of the preceding seventy-two (72) hours contiguous to the shift. If at any time during that seventy-two (72) hour period a Dispatcher volunteers for the shift in which a Dispatcher has been ordered to work, the shift shall be granted to the voluntary Dispatcher. Shifts not filled voluntarily shall be offered to part-time Dispatchers.

- C. In the event that the total overtime hours of two (2) or more members are the same and they are the low hour members, the overtime will be worked by the least senior of those Officers.
- D. Members that are already scheduled off on compensatory, vacation, SA, sick or disability days the date of, or contiguous to, the ordered overtime shift will not be considered available to be ordered in for the shift. If a member can show proof of a prior reservation for the day being ordered (i.e., prepaid flight, hotel) they will not be considered as available to be ordered.
- E. In the event the Department becomes aware of a Dispatch overtime shift less than seventy-two (72) hours but more than twenty-four (24) hours from the start of the shift, the Department shall contact available Dispatchers by order of hours of overtime worked, starting with the Dispatcher with the lowest amount of hours in an attempt to fill the assignment with a volunteer. Once the list of full-time Dispatchers has been exhausted, the shift shall be offered to part-time Dispatchers. Contact will be made by telephone and a message with the date and time of the available shift shall be left. Should the Dispatcher not answer their phone or message, the call will be counted as a denial for equalization purposes. The first Dispatcher to accept this shift shall be granted the shift, regardless of hours on the books. In the event that there is no volunteer for the shift, it will be filled by ordering in from the established overtime list of eligible Dispatchers as referenced above. In the event the list of all Dispatchers available to be ordered in is exhausted, Dispatchers working the shift preceding the overtime will be ordered over following the process in Paragraph F.
- F. In the event that the Department becomes aware of an overtime shift with twenty-four (24) hours or less notice, said shift will be filled by contacting the Dispatchers currently working to request a volunteer. In the event of no volunteers, the Shift Commander will call from the overtime list for volunteers. If the list of full time Dispatchers is exhausted, the shift shall be offered to part-time Dispatchers. If the shift is not filled voluntarily, the two (2) Dispatchers with the least accrued overtime hours working the shift immediately prior to the overtime shift will be held over. Of these two (2) Dispatchers, the one with the most overtime hours will pick which half of the shift they wish to work. Any Dispatcher who is working an overtime shift shall not be deemed eligible to be ordered to work unless an emergency is deemed. If a part-time Dispatcher and full time Dispatcher are working the previous shift, the part-time Dispatcher will choose which part of the overtime shift they wish to work. If only one Dispatcher is needed to fill a shift, the full-time Dispatcher will be ordered over before the part-time Dispatcher.
- G. Should a situation arise that requires the order in or order over of a member on a second shift within a seven day period of being ordered, the next member with the second least number of overtime hours shall be ordered in or ordered over. If during any seven day period all members from a shift have been ordered in or ordered over, the list will start anew at the member with the least number of overtime hours accrued.

- H. In the event that a member uses contractual time off in lieu of working overtime, eighteen (18) hours shall be deducted from their overtime equalization total. This shall be at progressive in nature for additional failures to show (ex: 18, 36, 54, etc.). If contractual time off is used, in lieu of working overtime, the time will be deducted from the appropriate contractual time bank at straight time rate.
- I. For purposes of equalization, on the first day of the six (6) month schedule, all Employees shall be deemed to have worked zero (0) hours overtime. Any overtime shifts that are filled within the first fourteen (14) days of a new schedule will be added to the preceding equalized overtime list.
- J. No member may voluntarily sign up for two (2) consecutive eighteen (18) hour shifts unless there is a minimum of twelve (12) hours between the shifts.
- K. In the event of overtime necessary for special events (Air Show, Car Show), Employees may be ordered to fill the overtime within thirty (30) days of the event. A special event is described as any event requiring a minimum of thirty-three percent (33%) of the Road Patrol personnel or it is deemed that an extra Dispatcher is needed.
- L. When an Employee has been removed from the regular shift schedule for an extended period of time greater than thirty (30) calendar days (suspension, workers' compensation, leave of absence, disability, special assignments) the Employee will be averaged into the overtime book on the date they return to work.

#### ARTICLE 40

##### PATROL 12 HOUR SHIFT

- A. All Patrol Officers will work twelve (12) hour shifts, DAYS-0600-1800 hours and NIGHTS 1800-0600 hours. The schedule will be a fixed two (2) week rotating schedule that will result in eighty-four (84) hours being worked every two (2) weeks (see example schedule at the end of this Agreement).
- B. With the twelve (12) hour schedule, Officers will work two-hundred and fifty-two (252) hours in a six (6) week period and will receive pay for two-hundred and forty (240) hours. The additional twelve (12) hours will be earned at time and one-half (1 ½) in a time bank known as "Schedule Adjust Time" (S.A.T.). These eighteen (18) hours will be a fixed part of the schedule via the rotation that the Officer selects, permanently building them into each six (6) week period as "SA" or "SA6" days. SA time can be evenly traded amongst Officers within the same six (6) week period with prior approval (see example schedule at the end of this Agreement). SA6 time will be flexible in that the Officer can select to work either the first six (6) or last six (6) hours of their scheduled SA6 shift but the Officer must pick either the first six (6) or last six (6) hours of the shift at least seven (7) days before the scheduled SA6 day. SA time can be used to comply with the "six (6) hour rule", when the Officer has SA time available within the said six (6) week period.
- C. Training days will be a day for a day. If training is not scheduled for at least an eight (8) hour day then the Officer will be required to work after or before the scheduled training. Training time will be defined as such time spent in actual training and travel time to and from the training. Officer(s) may use contractual time via a leave request if staffing levels

permit and in accordance with other provisions in the Collective Bargaining Agreement. If the training is longer than two (2) days, the following will apply:

Three (3) Training Days = two (2) patrol shifts, time worked in excess of twenty-four (24) hours in three (3) days will be compensated at time and one-half.

Four (4) Training Days = three (3) patrol shifts, time worked in excess of thirty-six (36) hours in four (4) days will be compensated at time and one-half.

Five (5) Training Days = three (3) patrol shifts, time worked in excess of forty (40) hours in five (5) days will be compensated at time and one-half.

If training is in excess of five (5) days then the Officer(s) schedule will convert to eight (8) hour days, forty (40) hours per week.

- D. "Six (6) Hour Rule" - An Officer must be off for a minimum of six (6) hours in between work assignment(s) of more than twelve (12) hours. It will be required that an Officer use contractual time to comply with the six (6) hour rule. SA time can be used to comply with the six (6) hour rule, when the Officer has SA time available within the said six (6) week period.
- E. The six (6) hours off is mandatory and the time off must be un-interrupted (ex. Court). It will be the Officers responsibility to notify the on duty Shift Supervisor.
- F. The maximum allowed amount of time worked on the street without a rest period (six (6) hour rule) between work assignments will be eighteen (18) hours. It is understood that situations beyond the control of the Chesterfield Police Department may arise, Officers may be required to work beyond an eighteen (18) hour period.
- G. Officers working the "night shift" 1800-0600 hours shall receive a one dollar and sixty cent (\$1.60) shift premium per hour. Officers working the "power shift" 1500-0300 hours shall receive a one dollar and ten cents (\$1.10) shift premium per hour.
- H. Time-Off: On shifts on which Management has scheduled between 0-7 Officers, excluding traffic bureau and power shift, no more than two (2) Officers shall be permitted to use vacation, compensatory, personal time or SA time. SA6 will not be counted under this section unless contractual time is added making the SA6 a full-day off. Exception: Two (2) first choice vacations will be granted. In addition to the above time-off provision, one (1) additional Officer will be permitted to use a personal day to allow one (1) additional Officer off. Under no circumstances will more than two (2) Officers be allowed off on personal time. In the event the squad has already met its maximum time off requirements and one (1) of the Officers time off request is less than a full twelve (12) hour shift, another Officer may request the same full twelve (12) hour shift off for the same day. The original Officer then has the option of taking the full twelve (12) hour shift off or rescinding the original request. The second Officer requesting the full twelve (12) hour shift must put the request in at least seven (7) days prior to the requested day off.
- I. Management will make every effort to ensure Officers receive necessary breaks during their shifts.
- J. When an Officer files for disability or workers' compensation, their schedule will revert to eight (8) hour days, forty (40) hours per week, 0800 to 1600 hours, Monday through Friday.

- K. If an Officer files for disability and is required to use five (5) working days, only forty (40) hours will be required.
- L. Shift rotations will be six (6) months at a time from April through September and October through March of each year.
- M. Shift picks will be conducted in February and August of each year. Officers will pick in order of seniority. Every effort will be made to have a schedule posted by the first (1<sup>st</sup>) of February and August so that Officers can review the schedule before selecting a slot.
- N. Shift picks will be posted in the squad room and Officers, in order of seniority, will select the shift and slot they desire. Officers will be on the merit system of selecting their shifts and crossing off their name in order of seniority in a timely matter to allow every Officer adequate time to make a selection. Officers will have to the fifteenth (15<sup>th</sup>) of the month to accomplish the shift picks. In the event the picks are not completed on the fifteenth (15<sup>th</sup>) the Scheduling Command Officer will notify each Officer still remaining and a pick will need to be made within two (2) hours or the Officer will be skipped over and will get whatever slot is available at the end.
- O. Officers not currently on the schedule (disability, workers comp, etc.) will be allowed to select a shift if their return is likely to occur or does occur within the first three (3) months of the rotation. If the Officer returns during the last (3) three months of the rotation they will be placed on the schedule where there is an opening.
- P. At the time of the Officers shift pick, the Officer will have the option to choose a First Choice Vacation Pick (FCVP) which must be a minimum of four (4) contiguous vacation days with a maximum of ten (10) contiguous vacation days (ex. V, V, 0, 0, V, V, V [V = Vacation, 0 = Off]). Seniority also counts for FCVP. Only two (2) Officers will be granted FCVP on the same date. These FCVP's must be turned into the Scheduling Command Officer no later than the fifteenth (15<sup>th</sup>) of February and August. All FCVP's must be labeled as such on the request form.
- Q. All other time off will be accepted on a first come, first serve basis on the date the schedule is posted twenty-eight (28) days prior to the start of the rotation. These time off requests will be accepted in the order they are received and should there be a tie, seniority will prevail. Time off requests will be accepted at the scheduled start time for the shift the Officer is on the newly posted schedule (ex. 6 a.m. or 6 p.m.).

## ARTICLE 41

### DISPATCH 12 HOUR SHIFT

- A. All Dispatchers will work twelve (12) hour shifts, DAYS-0600-1800 hours and NIGHTS-1800-0600 hours. The schedule will be a fixed two (2) week rotating schedule that will result in eighty-four (84) hours being worked every two (2) weeks.
- B. With the twelve (12) hour schedule Dispatchers will work eighty-four (84) hours every two (2) weeks and will receive straight time pay for eighty (80) hours and time and a half (overtime pay) for four (4) hours being paid out bi-weekly.
- C. The goal is to have four (4) squads with two (2) Dispatchers assigned to each. In the event the squads fall below eight (8) Dispatchers, the shifts will attempt to be filled with a

volunteer Dispatcher. If the shifts cannot be filled with a volunteer Dispatcher then we will revert to the time-off Policy outlined in Article 42.

- D. Training days will be a day for a day. If training is not scheduled for at least an eight (8) hour day then the Dispatcher will be required to work after or before the scheduled training. Training time will be defined as such time spent in actual training and travel time to and from the training. Dispatcher(s) may use contractual time via a leave request if staffing levels permit and in accordance with other provisions in the Collective Bargaining Agreement. If the training is longer than two (2) days, the following will apply:

Three (3) Training Days = two (2) Dispatch shifts, time worked in excess of twenty-four (24) hours in three (3) days will be compensated at time and one-half.

Four (4) Training Days = three (3) Dispatch shifts, time worked in excess of thirty-six (36) hours in four (4) days will be compensated at time and one-half.

Five (5) Training Days = three (3) Dispatch shifts, time worked in excess of forty (40) hours in (5) five days will be compensated at time and one-half.

If training is in excess of five (5) days then the Dispatcher(s) schedule will convert to eight (8) hour days, forty (40) hours per week.

- E. "Six (6) Hour Rule" - A Dispatcher must be off for a minimum of six (6) hours in between work assignment(s) of more than twelve (12) hours. It will be required that the Dispatcher use banked time to comply with the six (6) hour rule. The six (6) hours off is mandatory and the time off must be un-interrupted.
- F. The maximum allowed amount of time worked in Dispatch without a rest period (six hour rule) between work assignments will be eighteen (18) hours. It is understood that situations beyond the control of the Chesterfield Police Department may arise, Dispatchers may be required to work beyond an eighteen (18) hour period.
- G. Forced overtime may be needed from time to time. If all other means in the Collective Bargaining Agreement have been exhausted and the shift is less than six (6) hours, the lowest seniority Dispatcher will be ordered over to fulfill the shift. If the shift is greater than six (6) hours, the two (2) Dispatchers will be ordered to fulfill the shift. The senior of the two Dispatchers will have the option of selecting the first or second portion of the shift.
- H. Dispatchers working the "night shift" 1800-0600 hours shall receive a one dollar and sixty cent (\$1.60) shift premium per hour.
- I. Management will make every effort to ensure Dispatchers receive necessary breaks during their shifts.
- J. When a Dispatcher files for disability or workers' compensation, their schedule will revert to eight (8) hour days, forty (40) hours per week, 0800 to 1600 hours, Monday through Friday.
- K. If a Dispatcher files for disability and is required to use five (5) working days, only forty (40) hours will be required.
- L. Shift rotations will be six (6) months at a time from April to September and October to March of each year.

- M. Shift picks will be conducted in February and August of each year. Dispatchers will pick in order of seniority. Every effort will be made to have a schedule posted by the first (1<sup>st</sup>) of February and August so that Dispatchers can review the schedule before selecting a slot.
- N. Dispatchers will have two (2) hours from the time they were contacted by the administration to make their picks or the Dispatcher will be skipped over and will get whatever slot is available at the end.
- O. At the time of the Dispatchers shift pick, the Dispatcher will have the option to choose a first (1<sup>st</sup>) choice vacation pick (FCVP) which must be a minimum of four (4) contiguous vacation days with a maximum of ten (10) contiguous vacation days (ex. V,V,O,O,V,V,V [V=Vacation, O=Off]). Seniority also counts for FCVP. These FCVP's must be turned into the Administrative Sergeant no later than September 1st. FCVP's are by seniority.
- P. All other time off will be accepted on a first come, first serve basis on the date the schedule is posted twenty-eight (28) days prior to the start of the rotation. These time off requests will be accepted in the order they are received and should there be a tie, seniority will prevail. Time off requests will be accepted at the scheduled start time for the shift the Dispatcher is on the newly posted schedule (ex. 6 a.m. or 6 p.m.).

## ARTICLE 42

### PATROL TIME-OFF

The Patrol Schedule will be kept and maintained in the electronic Department Scheduling System (DSS). The Master copy of the schedule will be maintained by the Administration.

- All Leave/Time Switch requests must be granted by a Supervisor.
- All leave requests are to be completed and signed by the Employee and submitted to the Shift Supervisor, who will then forward it to the Administration.
- All leave requests must be applied for in the DSS system.
- In those cases where leave requests are submitted by telephone, the Employee receiving that request will indicate on it that they are doing so on the requestor's behalf.
- All requests for shift switches must be approved in advance by a Supervisor, documented in the DSS, the request must be approved by both Employees, and an approving Shift Supervisor. If the request is made via telephone, the approving Supervisor must verify with both parties. Shift switches will become part of the Master Schedule. Allowable switches would be a straight time shift for a straight time shift. Overtime for an overtime shift would only be allowed under limited conditions, with Administration approval. Overtime for a straight time shift will not be allowed.
- All arrangements for shift switches must be completed within the next pay period.
- Compensatory and Vacation time requests that create overtime must be made seventy-two (72) hours in advance for twelve (12) hours or less.

- Requests for more than twelve (12) hours of vacation time that create overtime must be submitted fourteen (14) days in advance.
- Time off requests that do not create overtime shall be granted within the timeframe.
- Requests for compensatory time that create overtime at the time of the request may be denied.
- Personal time requests must be made one (1) hour in advance. Personal leave will not be denied, unless two (2) Officers are already scheduled off on personal time for that shift.
- Sick time shall be granted up to one (1) hour prior to the start of the scheduled shift, unless it is unreasonably practicable under the circumstances.
- Vacation and compensatory time shall be granted unless the shift will fall below forty percent (40%) of the scheduled manpower (i.e., shifts with five (5) Officers scheduled will be allowed two (2) Officers off). In cases where the forty percent (40%) creates a fractional number, the number of Officers allowed off will be rounded (i.e., six (6) Officers allows for 2.4 Officers off, two (2) actual Officers will be allowed off).

### ARTICLE 43

#### DISPATCH TIME-OFF

The Dispatch Schedule will be kept and maintained in the electronic Department Scheduling System (DSS). The Master copy of the schedule will be maintained by the Administration.

- All Leave/Time Switch requests must be granted by a Supervisor.
- No Dispatcher shall be permitted to fill a vacant dispatch shift or offer overtime unless specifically directed by the Shift Supervisor or Administration.
- All leave requests are to be completed and signed by the Employee and then submitted to the Shift Supervisor, who will then forward it to the Administration.
- All leave requests must be applied for in the DSS system and the Employee will make every attempt to notify his/her Shift Supervisor directly.
- In those cases where leave requests are submitted by telephone, the Employee receiving that request will indicate on it that they are doing so on the requestor's behalf.
- All requests for shift switches must be approved in advance by a Supervisor, documented on a department leave request form; the form must be signed by both Employees, and an approving Shift Supervisor. If the request is made via telephone the approving Supervisor must verify with both parties. Shift switches will become part of the DSS. Allowable switches would be a straight time shift for a straight time shift. Overtime for an overtime shift would only be allowed under limited conditions, with Administrative Sergeant approval. Overtime for a straight time shift will not be allowed.
- All arrangements for shift switches must be completed within the next pay period.

- Compensatory and Vacation time requests for one (1) day (12 hours) must be made seventy-two (72) hours in advance. Compensatory and Vacation requests for more than twelve (12) hours shall be made fourteen (14) days in advance. Attempts will be made to fill the vacant shift or shifts with a Dispatcher. If the shift(s) cannot be filled voluntarily with a Dispatcher then the time off request will be denied. No Employee will be forced over to fill the vacant shift caused by a vacation or compensatory time off request. (First choice vacation will be the exception to the "force over").
- When two Dispatchers are scheduled to work, only one (1) Dispatcher will be granted "compensatory time" or "vacation time" per shift. This does not include medical leave or training days.
- Sick time shall be granted up to one (1) hour prior to the start of the scheduled shift, unless it is unreasonably practicable under the circumstances.
- Personal leave normally will not be denied, unless there is not at least one (1) qualified Dispatcher available to fill the shift. Personal time requests must be made six (6) hours in advance.
- A Dispatcher cannot work more than two eighteen (18) hour shifts on consecutive days; except in case of an emergency and when there is no other Dispatcher available to work.
- A Dispatcher will not normally be ordered to work an eighteen (18) hour shift prior to a scheduled leave day if another Dispatcher is available for the overtime shift. (A scheduled leave day is a previously scheduled day off or a granted leave day which has been posted.)
- A Dispatcher working an overtime shift normally cannot be ordered to work another overtime shift, providing there is a qualified Dispatcher available.

#### ARTICLE 44

##### OPERATIONAL CANINE UNIT

It is hereby agreed to by and between the Charter Township of Chesterfield (also known as the Department), and undersigned Canine Officer, as follows:

- A. In order to strengthen the relationship between the canine and Canine Officer, the canine shall live at the residence of the Canine Officer. The Canine Officer shall be responsible for the day-to-day care of the canine, including, but not limited to: cleaning, brushing, grooming, trimming, exercising, feeding, providing medications, and taking the canine to a veterinarian. The Canine Officer shall also be responsible for maintaining, cleaning and otherwise providing a safe and suitable area for the canine to live.
- B. The Parties acknowledge that it is difficult to determine the exact hours worked under these circumstances while engaged in the day-to-day care of the canine. Taking into consideration all relevant facts, the Parties to this Article have mutually agreed that twenty (20) minutes per day is a reasonable estimate of the amount of time that the Canine Officer may spend in such day-to-day care.
- C. Should the Canine Officer be required to expend additional hours engaged in extraordinary care over and above the normal day-to-day activities set forth in Paragraph A., above, the

Parties recognize that he/she shall capture said time and report it to the Department for compensation.

- D. Pursuant to 207(g)(2) of the Fair Labor Standards Act (FLSA), time spent in day-to-day care of the canine, as set forth in Paragraph A., above, shall be compensated by giving the Canine Officer ten (10) hours off per month. These ten (10) hours may be taken with prior approval of the Chief of Police/Designee.
- E. The Canine Officer will only be required to use benefit time for time that is not compensable under FLSA. For example, if the Canine Officer is scheduled to work for thirty (30) hours in a week, but is to be compensated for forty (40) hours, he/she will only be required to use thirty (30) hours of benefit time. This provision only applies if the Canine Officer continues to care for the canine on the day that the benefit time is used. If the Canine Officer boards or otherwise does not care for the canine on the day that benefit time is used, he/she will be required to use benefit time for the entire time period, including the normally compensated FLSA hours.
- F. The Canine Officer will be granted permission to take home the canine vehicle, as long as residency is maintained within a thirty (30) minute drive under normal traffic conditions from the township's borders. The vehicle is to remain locked and secured, is not to be left parked on the street, is to be garaged where possible, and is to be used for Departmental use only.
- G. In order to keep the canine and Canine Officer proficient as a team, every effort will be made to allow the Canine Officer to attend weekly canine training. The training will be on-duty as manpower allows, or rescheduling of days off within the same pay period. Training may be cancelled by the Department due to emergency circumstances and/or requests for canine services.
- H. The Canine Officer shall be given a Departmental phone and will be subject to the Township cell phone policy. The Canine Officer will be required to follow the terms and conditions of the Township's Employee Cell Phone Use Policy.
- I. The Canine Officer will be responsible for safeguarding and maintaining training narcotics.
- J. The Canine Officer will be required to acquire and maintain certification as a canine team in the following areas: tracking, narcotics detection, aggression control, building and area search, article search, and obedience.
- K. The Canine Officer will be expected to demonstrate a willingness to accept canine related off-duty call-ins.
- L. The Canine Officer will be required to document training and field-work on the Department's canine activity reports, maintain a training binder containing such reports, and make such binder available for inspection at the Department's request.
- M. The Canine Officer will not conduct canine training with the canine while off-duty, nor demonstrate, take part-in, rehearse or participate in any exercise involving the canine. All public demonstrations must be expressly approved by the Department and placed on the schedule.

- N. The Canine Officer shall not allow the canine to be used for breeding purposes.
- O. During phase one of the canine training, the team will be assigned eight (8) hour days to attend training Monday through Thursday. On Friday, the team will work for three (3) consecutive hours on the road patrol between the hours of 1500 and 0100. The remaining five (5) hours will be compensated time off to accommodate for travel time and in accordance with 207(g)(2), of the FLSA.
- P. During phase two of the canine training, the team will be assigned ten (10) hour shifts to attend training on Tuesday and Wednesday. On Thursday and Friday the team will work on the road patrol. For phase two of the canine training, and for the duration of the canine team assignment, Paragraph D. of this Article will be applied to compensate the handler in accordance with 207(g)(2) of the FLSA.
- Q. The Canine Officer will work the hours proscribed by the Employer for training days.
- R. The Canine Office is not permitted to train with any organization without prior approval from the canine unit's Supervisor.
- S. Due to the high demand of a canine at public relations events and other requests for the canine team, the canine team's schedule may be modified to accommodate those needs. All requests for the canine team's appearance shall be vetted through the canine Supervisor.
- T. The canine handler understands that it is a job requirement that the handler demonstrates a willingness to accept related canine overtime for call-ins. Any pattern of failing to respond to call-ins or record of poor performance in handling the canine may result in a disciplinary investigation and subsequent removal from the program.
- U. This Article shall remain in effect throughout the active service life of the canine. The canine may be taken out of active service at any time based on the sole discretion of the Chief of Police.

#### ARTICLE 45

#### VALIDITY

In the event that any Paragraph or Article of this Agreement shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the Paragraph or Articles. That Paragraph or Article shall then be renegotiated by the Parties.

#### ARTICLE 46

#### 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 47

EXCLUSIVITY

This Agreement contains all of the terms and conditions concerning Employees wages, hours of employment and working conditions. The Parties expressly acknowledge that Township employment manuals, handbooks and related rules and policies are not incorporated in this Agreement and shall not apply to Employees covered by this Agreement.

ARTICLE 48

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2022.
- 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 – Road Patrol

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

\_\_\_\_\_  
Jason Dawidowicz, Bargaining Team Member  
Police Officers Labor Council – Road Patrol

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

\_\_\_\_\_  
Michael Ogden, Bargaining Team Member  
Police Officers Labor Council – Road Patrol

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Paul Lafata, Treasurer

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Robert Swanson, Bargaining Team Member  
Police Officers Labor Council – Road Patrol

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Steve Duchane, Director of Human Resources

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