

# AGREEMENT

By And Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

POLICE OFFICERS LABOR COUNCIL

COMMAND OFFICERS



**January 1, 2020 through December 31, 2022**

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## AGREEMENT

THIS AGREEMENT is entered into this 1st 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 1

#### 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 Command Officers of the Chesterfield Township Police Department which shall include the positions of Sergeant and Lieutenant.
- 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 2

#### 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 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 3

#### 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 4

#### UNION SECURITY

- A. On and after the thirty-first (31st) day following the beginning of employment or execution of this Agreement, whichever is later, any present or future Employees who are not a member of the Union and who have not made application for membership, shall as a condition of employment, pay to the Union, each month, a service fee equivalent to the amount of dues uniformly required of the Union.
- B. Employees who are members of the Union shall, as a matter of course, on and after thirty-one (31) days of employment, or execution date of this Agreement, whichever is later, as a condition of continued employment pay to the Union each month the dues which have been certified to the Employer by the Treasurer of the Labor Council.
- C. The Employer agrees to deduct the Union fees from the second pay of the month after receiving an executed authorization form from the bargaining unit Employee. The amounts to be deducted shall be certified to the Employer by the Executive Director of the Labor Council. The Employer shall forward such deductions to the Union, Police Officer's Labor Council, dues of members and agency shop fees of non-members.

- D. It is further agreed between the parties that in the event of litigation or claims against the Employer and/or the Union arising from this Article or any prior maintenance of membership provision of an agreement between the Employer and the Union, that the Union shall defend, settle, or pay, such claims or judgments arising from litigation, holding the Employer harmless.
- E. In the event it is subsequently determined by a Court of competent jurisdiction that the Agency Shop fees are illegal, the Agency Shop provisions shall be renegotiated by the parties.

ARTICLE 5

SENIORITY

- A. Seniority shall not be affected by race, sex, age or marital status.
- B. Employees shall serve as probationary Command Officers for one year after the date of promotion.
- 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 demotion of a probationary Employee will not be subject to the Parties' grievance procedure contained herein.
- D. The Employer will keep the seniority list up to date and will provide the Union with a copy of said list in January of each year, and any time the seniority list is modified or when a copy of the list is requested by the union.
- E. Upon satisfactory completion of one year probationary period, seniority will commence from the first date of promotion to their current rank.
- 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. The anniversary date shall be the most recent hiring date.
- 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 on the date of promotion to the employee's rank with the Chesterfield Township Police Department.

ARTICLE 6

LOSS OF SENIORITY

An Employee will lose seniority if:

- A. The Employee quits, resigns or is demoted.
- B. The Employee is discharged or demoted and the discharge or demotion 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 C., 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 twelve (12) 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. The Parties have agreed on a light duty/restricted assignment in the Standard Operating Procedure that was reviewed and approved by the Parties during negotiations.

## ARTICLE 7

### LAYOFF DEFINITION

- A. The work "layoff" means reduction of the work force.
- B. In the event of a layoff, Employees will be laid off in inverse order of their Police Department 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 8

### 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 Chief of Police 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 9

UNION BARGAINING COMMITTEE

- A. The bargaining committee for the Union will include not more than two (2) 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 10

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 11

REPRESENTATIVES

- A. One (1) of the two (2) Employee Representatives on the bargaining committee shall be designated by the Union to act as Chief Steward, one of the others as Alternate Steward, for the purpose of processing grievances. All other matters will be taken care of by the full bargaining committee.
- 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.
- C. The Public Safety Director/Designee may modify an Employee's work schedule to allow the Employee to participate in Union business and/or negotiations.

ARTICLE 12

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or



operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.

B. Any employee having a grievance in connection with his/her employment must present it to the Public Safety Director/Designee 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 section 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/DESIGNEE: The employee or Union representative must first discuss the specific grievance with the Public Safety Director/Designee. 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/Designee 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/Designee within ten (10) days after the Public Safety Director/Designee'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/Designee 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/Designee. 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 (30) days after such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- d. The Party seeking arbitration shall notify the arbitrator within ten (10) days of his/her selection and begin to arrange the scheduling of the arbitration hearing.

C. Authority of the Arbitrator:

1. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws, rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
2. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment.
3. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an award or recommendation on the merits of the grievance.
4. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
5. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
6. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
7. The fees and approved expenses of an arbitrator will be shared by both parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.

2. Computation of Back Wages: All claims for back wages shall be reduced by any unemployment compensation received during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
4. Nothing contained herein shall be intended to limit an employee's right to discuss normal customary administrative situations with his/her immediate supervisor.
5. Nothing contained herein shall be deemed to limit the rights guaranteed by existing statutes or court decisions.
6. Time limits may be extended or shortened by mutual written consent of the Parties.
7. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
8. Records, reports and other information pertaining to a grievance which is requested by the Union shall be made available to the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

E. Panel of Arbitrators

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

ARTICLE 13

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 request, 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.
- 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 Paragraph.
- F. Written reprimands for minor offenses, not resulting in disciplinary time off, shall be removed from the Employee's personnel file one (1) year 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 Chief of Police, 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 Chief of Police. If the six (6) month request is denied, the denial is not subject to a grievance.
- G. All employees shall have the right to be present and represented by a Union representative at all disciplinary conferences or procedures.
- H. In those cases in which the Union requests Employer to disclose documents relating to discipline and discharge of Employees, Employer shall comply with the requirements of the Public Employment Relations Act.

#### ARTICLE 14

#### WAGES AND SALARIES

- A. The positions identified below will be compensated as stated:
  - 1. For the rank of Sergeant, the Sergeant rate will be sixteen percent (16%) over the highest paid Patrol Officer.
  - 2. For the rank of Detective Sergeant, the Detective Sergeant rate will be 18.32% over the highest paid Patrol Officer. Upon a vacancy of Detective Sergeant, the Township shall fill this position as a Sergeant position.
  - 3. For the rank of Administrative Sergeant, the Administrative Sergeants rate will be 18.32% over the highest paid Patrol Officer. Upon a vacancy of Administrative Sergeant, the Township shall fill this position as a Sergeant position.
  - 4. For the rank of Lieutenant, the Lieutenant rate will be twenty-eight percent (28%) over the highest paid Patrol Officer.
  - 5. For the rank of Captain, the Captain rate will be fourteen percent (14%) over the Lieutenant rate.
- B. Overtime following the employee's regularly scheduled shift shall be paid at the rate of time and one half (1 1/2). All other hours worked outside of the employee's posted work schedule shall be paid at the rate of time and one half.
- C. Employees shall be paid on a bi-weekly basis.

- D. Work schedules shall be posted a minimum of twenty-eight (28) days 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.
- E. Shift Premium. In addition to those wages and salaries set forth in Paragraph A., Employees shall receive a shift premium calculated on an hourly basis as follows:

Employees working the midnight shift shall receive a shift premium equal to one dollar and sixty cents (\$1.60) per hour.

## ARTICLE 15

### 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 XVI. 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 480 compensatory hours (for employees hired on or after January 1, 2014, no more than 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. The employee may only request pay from their compensatory bank twice per calendar year, in April and October. Any employee promoted into this bargaining unit 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 16

### COMMAND SCHEDULING

- A. Twelve (12) hour shifts will be scheduled as follows: The day shift will run from 0600-1800 and midnight shift will run from 1800-0600. Command Officers will continue to stagger the start times when two (2) are scheduled to work. For the dayshift, one (1) Supervisor will work from 0600-1800 and the other will work from 0615-1815 in order to brief the oncoming Supervisor. For the midnight shift, one (1) Supervisor will work from 1800-0600 and the other will work from 1815 -1815 in order to brief the oncoming Supervisor. If only one (1) Supervisor is working, fifteen (15) minutes of overtime will be approved for either the off going or incoming shift, but not both, for the purpose of briefing the oncoming shift.
- B. Dayshift will receive no shift premium.
- C. Command Officers working the midnight shift shall receive one dollar and 60 cents (\$1.60) shift premium per hour in addition to their normal wages.
- D. With the twelve (12) hour schedule Command Officers will work two-hundred-fifty-two (252) hours in a six (6) week period and will receive pay for two-hundred-forty (240) hours. The additional twelve (12) hours will be credited at one and one-half (1 1/2) times in a time bank known as, "Schedule Adjustment Time (S.A.T.). It is agreed that the twelve (12) hours of S.A.T. time will be earned at time and one half (1 1/2). These eighteen (18) hours must be used as time off within the six (6) week period it is earned to offset the excess hours above two-hundred-forty (240). These six (6) week periods will be indicated on the work schedule.
- E. The use of S.A.T. will not create overtime. However exceptions may be granted by the Public Safety Director/Designee on a case by case basis.
- F. In those rare instances when an Officer is unable to use the S.A.T. within the six (6) week period, approval from the Public Safety Director/Designee must be obtained in order to carry those hours into the next six (6) week period.
- G. Training days will be a day for a day. If the training is not scheduled for at least an eight (8) hour day then the Officer will be required to work after training to complete the shift or utilize leave time, staffing permitted. In the event of extended training lasting five (5) days or more and that occurs offsite, the members schedule shall revert to eight (8) hour days, forty (40) hours per week, 0800 to 1600 hours and hours exceeding eighty-four (84) per pay period shall be compensable at the overtime rate. 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 (1 1/2).

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 (1 1/2).

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 (1 1/2).

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.

- H. When an Officer applies for disability or workers' compensation, their schedule will revert to eight (8) hour days, forty (40) hours per week, 0800 to 1600, Monday through Friday.
- I. If an Officer files for disability and is required to use five (5) working days, only forty (40) hours will be required.
- J. If two (2) Supervisors are scheduled, only one (1) may take the day off using vacation or compensatory time.
- K. Personal days may be taken at any time.
- L. It agreed that those Command Officers working twelve (12) hour shifts shall not be forced to work more than eighteen (18) consecutive hours unless an emergency exists.
- M. When a Command Officer is required to appear in court for the entire day following a midnight shift and is scheduled to work midnights the same day, the employee must take the first four (4) hours off on leave time, including sick or S.A.T. The employee must return to work for the remaining eight (8) hours of their shift. If staffing levels are sufficient, the employee may take leave time for the entire shift.
- N. This schedule will be implemented for a twenty-six (26) week period. This will encompass four (4), six (6) week cycles and one (1), two (2) week cycle. During the two (2) week cycle, the employee will earn six (6) hours which will be taken off during that two (2) week period.
- O. Management reserves its rights to schedule all employees, unless limited by the Collective Bargaining Agreement.

<b>Squad</b>	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
1 and 3	X	X			X	X	X			X	X			
2 and 4			X	X				X	X			X	X	X

**Dayshift Squad**

1 and 2

**Night Shift Squad**

3 and 4

ARTICLE 17

HOLIDAYS AND HOLIDAY PAY

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

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor 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) times the Employee's regular rate of pay for all hours worked in addition to Section 2 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 double their normal rate, for all hours worked during the period for which they were called in.

ARTICLE 18

VACATIONS

A. Employees will earn paid vacations based on the following years of service:

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

1. For purposes of earning vacation pay at the time of termination from employment, Employer shall prorate vacation hours earned through the date of termination.
2. An Employee earns his/her vacation entitlement on the Employee's Anniversary Date of employment.
3. An employee shall be entitled to receive full vacation benefit as set forth above if the employee performs work for 1400 work hours during the vacation year.



4. An employee shall be entitled to receive one half of their vacation benefit as set forth if they perform work for 760 work hours in the vacation year.
  5. An employee who works less than 760 regular work hours will receive no vacation benefit for that year.
  6. Regular work hours includes benefit time including compensatory time, the twelve (12) annual paid sick leave days, vacation time, paid bereavement time and paid personal leave days.
- 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 twenty (20) consecutive days. 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 upon their anniversary date, subject to Employer approval. The Township will pay for any such unused hours employee's anniversary date 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 the employee's death, the Employee or his/her estate shall be paid for unused vacation days at his/her regular rate of pay.

## ARTICLE 19

### SICK TIME

- A. Annually on January 1<sup>st</sup>, each full-time member of the Union will be entitled to ninety-six (96) paid sick hours. 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.

An employee will forfeit eight (8) hours sick time for each month they do not work eighty (80) hours. Those eighty (80) working hours include benefit time such as compensatory time, the ninety-six (96)

annual paid sick hours, vacation time, paid bereavement time, approved workers' compensation benefits and paid personal leave days.

- B. All sick time used shall be certified by the Employee accompanied by such other medical evidence of disability as the Township shall require after three (3) consecutive days off or on the fourth (4<sup>th</sup>) such occurrence within a three (3) month period. Falsification of such evidence shall be automatic cause for dismissal.

## ARTICLE 20

### BEREAVEMENT LEAVE

- A. 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-mother, step-father, parent *in loco parentis*, brother and sister.
- B. 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, stepchildren, grandparent, grandchildren, step-grandchildren, foster parents, father-in-law and mother-in-law.
- C. 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.
- D. 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.
- E. 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 21

### PERSONAL LEAVE

- A. All full-time Employees will be allowed forty-eight (48) hours of personal leave days each year. If an Employee does not use personal days during the calendar year, they are forfeited.
- B. The use of paid personal leave time may not be requested in increments of less than one-half (1/2) day.
- C. In the event an Employee becomes injured or ill while in performance of their duties and prior to taking his/her annual personal days and the incapacity continues through the entire year, the Employee will not be allowed to carry over the unused personal days into the following year but will be paid by the Employer for such unused time in January of the following year.

ARTICLE 22

EDUCATION

- A. Employees who possess a college degree in criminal justice or other job related curriculum shall receive an 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

- B. The Township encourages its employees to better themselves through higher education. The Township agrees to reimburse the employee up to two thousand dollars (\$2,000.00) per year for books, tuition, and applicable fees for pre-approved course work successfully completed and which leads towards a degree. All course work must be pre-approved by the Chief of Police/Designee prior to taking the class. Course work must be from an accredited program, must be a class that is required by the degree or program, and must be related to the employee's position and must be for classes attended for non-duty hours. All such classes must be submitted on a department education request form. If the employee leaves Township employment before completing the course work or fails to successfully complete the course, the Township will not reimburse the employee for the course. To successfully complete a course is to receive a grade "B" or above.
- C. An employee shall be entitled to receive full education benefits as set forth in this article if the employee performs work for one thousand four hundred (1400) work hours during the previous calendar year.

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

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

A Regular work week includes benefit time, including compensatory time, the twelve (12) annual paid sick leave days, vacation time, paid bereavement time, approved workers compensation benefits, and paid personal leave days.

- D. At the request of one of the three fulltime Officials, an Authorization to Release Information form must be completed and returned to the requestor. The form must be from the attending college.

ARTICLE 23

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 (1<sup>st</sup>) 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) 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 and 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 24

### RETIREMENT & 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 dollars (\$2,000.00) for a single contract and four thousand dollars (\$4,000.00) for a two person/family contract. The retiree shall only be entitled to receive the insurance waiver payment until they are enrolled in the Medicare Program. At that time eligibility 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 3 of this Article. The retiree shall be limited to re-enrolling themselves, their spouse at the time of retirement, and qualified dependents.

## ARTICLE 25

### 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 paragraph shall file a report in writing, relating to such injury, with the Public Safety Director/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 Public Safety Director/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 Public Safety Director/Designee, shall be transmitted forthwith to the Township Supervisor/Designee and Township Human Resources Department.
  - 4. The Employee shall furnish to the Human Resources 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 26

### UNIFORMS

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

- 4 pairs of pants and one belt
- 4 long sleeve shirts
- 4 short sleeve shirts; 2 ties
- 2 name tag
- 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

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 Chief.

- 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 Township 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/she 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 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 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.

- C. Uniform Cleaning: The Employer shall be responsible for providing uniform cleaning 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: Members shall be are required to wear a bulletproof vest while on duty, pursuant to Department policy. 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. All uniform employees of the bargaining unit will receive a uniform allowance payment in the amount of nine hundred dollars (\$900.00). Employees assigned to the Investigation Unit will receive a uniform allowance payment in the amount of nine hundred dollars (\$900.00). The Township will pay the uniform allowance during the first (1<sup>st</sup>) week in April each calendar year.
- F. Members who are promoted to the rank of Lieutenant shall receive a one-time three hundred dollar (\$300.00) stipend to fund the change in uniform to the appropriate rank.

## ARTICLE 27

### 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. In no event, however, shall such payment exceed five hundred dollars (\$500.00).
- B. The burden of proof of such damage or loss must be carried by the Officer. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Chief of police.
- 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 said five (5) year period but rather shall remain in service until replacement is deemed appropriate by the Chief of Police. 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 28

### 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 Town ship 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. Provided that, 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, settle or compromise any judgment rendered against the Officer shall be limited to the extent of the Employer's insurance coverage.

## ARTICLE 29

### 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 jury duty shall be reassigned to the day shift for the duration of his/her time on jury duty.

## ARTICLE 30

### 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 paid time off 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>) nth 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 Reemployment Rights of Members of the Uniformed Services as determined by Human Resources. Employees absent under USERRA should provide the County 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 31

#### LONGEVITY

In addition to the Employee's regular salary, the Employee shall receive longevity which is based upon an Employee's continuous years of service in December of each year. Longevity shall be payable in the last pay period of November.

An employee shall be entitled to receive full longevity pay as set forth above if the employee performs work for one thousand four hundred (1,400) regular work hours 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 in the calendar year.

An employee who works less than seven hundred and sixty (760) regular works hours will receive no longevity benefits for that year.

A Regular work week includes benefit time including compensatory time, the twelve (12) annual paid sick leave days, vacation time, paid bereavement time, approved workers' compensation benefits and paid personal leave days.

<u>Years of Continuous Service With the Township</u>	<u>Amount</u>
5 - 9 years of service	\$1,862.00
10 - 14 years of service	\$2,482.00
15 & up years of service	\$3,724.00

For the Captain classification only, the longevity amount is \$4,558.20.

## ARTICLE 32

### PROMOTIONAL POLICY

- A. Have a minimum of two (2) years as a Sergeant within the Department. This two (2) year period must be contiguous to the date of promotion.
- B. Possess the ability and desire to successfully complete a management course related to modern law enforcement concepts and public or business administration.
- C. The process for filling the position of Lieutenant will be as follows:
  - 1. Posting of the Position
  - 2. Letter of Interest with resume submitted by the interested Employee
  - 3. Testing by Assessment Center
  - 4. Submission for, and completion of, a psychological evaluation

The Assessment Center shall provide Employer with a list of eligible candidates for the position of Lieutenant ranked according to the test scores of the candidates. Employer will provide a copy of said list to the Union.

This policy shall apply to all promotions to the position of Lieutenant. The Parties agree that Employer has no obligation to fill the position of Lieutenant during the term of the Collective Bargaining Agreement.

Future promotions to the Rank and Class of Captain, shall be made from employees holding the rank of Lieutenant with the Chesterfield Public Safety Department Police Division.

With a twenty-eight (28) day notice, a Captain may be withdrawn or removed from the position with cause. He/she may be returned to his/her former Lieutenant's rank and upon returning, will be paid the prevailing contractual wage for the Lieutenant's rank and position.

## ARTICLE 33

### 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.

## ARTICLE 34

### VOLUNTEER POLICE AUXILIARY

The Parties recognize the existence of the Chesterfield Police Auxiliary Ordinance, being Ordinance No. 35, as amended, as well as the Employer's right to utilize volunteer Police consistent with the terms of the Ordinance. The Parties hereby agree, however, that the Employer shall not utilize volunteer Police to

perform duties which would ordinarily be performed by Employees covered by this Agreement and which have the effect of denying overtime pay to such Employees.

## ARTICLE 35

### 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 M.R.O. 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

\*\*Benzoylcegonine

+25ng/ml if immurtoassay-specific for free morphine

Barbiturates	300
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- 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.
- The laboratory selected to conduct the analysis shall MCOLES approved.
- 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.
- 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

- Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- 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 Change Agreement occurs at any time during its enforcement term.
10. Employee must be advised that the employee is not obligated to sign the Agreement and be advised he has the right to seek the counsel of his legal or labor representative.

#### I. DRUG TEST RESULTS

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

J. SUBSTANCE ABUSE REHABILITATION PROGRAM

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

HARMLESS

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

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

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

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

Now, therefore, it is agreed that:

1. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
2. Employee must pass a medical examination administered by a medical facility designated by the Public Safety Director/Designee prior to being allowed to return to duty. The examination shall only screen for drug use and physical impact of the prior drug usage.
3. Employee may be allowed to use sick time and may apply for a medical leave of absence if required while undergoing rehabilitation.
4. Upon clearance by the medical facility designated by the Public Safety Director/Designee, the Employee shall be returned to the Police Department at the rank of \_\_\_\_\_.
5. Once returned to duty, the employee will present himself/herself to the department approved substance abuse rehabilitation center for evaluation and agree to as well as follow any and all directives given him by the rehabilitation center for a period of not more than three years. Employee \_\_\_\_\_ agrees to sign appropriated forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives are grounds for discharge subject to review, pursuant to the Collective Bargaining Agreement.
6. Once authorized to return to duty, employee shall submit to controlled substance testing at the discretion of the Public Safety Director/Designee. If any such test shows a positive result for the presence of a controlled substance, employee will be discharged from employment with the

Township of Chesterfield subject to review pursuant to the Collective Bargaining Agreement of only the discharge for a positive test result hereunder.

7. Employee \_\_\_\_\_ will be credited with seniority for promotional purposes for time separated from the Police Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing and employee waives any claim thereto.
8. The Association shall withdraw with prejudice the Grievance # \_\_\_\_\_ and shall release and discharge the employer from any and all claims relating thereto. The Employer shall release and discharge the Union and employee from any and all claims relating thereto. Employee shall release and discharge the Association and the Employer from any and all claims relating to Grievance # \_\_\_\_\_ including but not limited to the processing and arbitration of this Grievance. Further, employee \_\_\_\_\_ releases the Employer and the Association from all liability and claims he/she may have had or not has with respect to his/her employment with the Township of Chesterfield whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the Collective Bargaining Agreement between the Township of Chesterfield and the POLC.
9. All Parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
10. The Parties agree that this agreement is entered into as a full and final settlement of the above referenced matter and is to have no precedent setting value. Furthermore, the actions taken by the Parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
11. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the police department.

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

\_\_\_\_\_  
Employee

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

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

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

ARTICLE 36

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 Paragraphs or Articles. That Paragraph or Article shall then be renegotiated by the Parties.

ARTICLE 37

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 by this Agreement.

ARTICLE 38

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:

\_\_\_\_\_  
Jim Stachowski, Labor Representative  
Police Officers Labor Council - Command

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

\_\_\_\_\_  
Brian McNair, Bargaining Team Member  
Police Officers Labor Council – Command

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

\_\_\_\_\_  
Earl Riske, Bargaining Team Member  
Police Officers Labor Council – Command

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

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

\_\_\_\_\_  
Steve Duchane, Director of Human Resources