



POLICE OFFICERS/DISPATCHERS

JANUARY 1, 2014  
To  
DECEMBER 31, 2017

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## **AGREEMENT**

This AGREEMENT, made and entered into as of the 16th day of September, 2014 by and between the **CHARTER TOWNSHIP OF VAN BUREN**, hereinafter called the "Employer" and the **POLICE OFFICERS LABOR COUNCIL - POLICE OFFICERS AND DISPATCHERS**, hereinafter called the "Union".

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in terms and conditions of employment during the term of this Agreement of all police officers, dispatchers, and detectives employed by the Employer at its facility, located at 46425 Tyler Road, Van Buren Township, Michigan but excluding clerical employees and supervisors as defined in the Act.

### **ARTICLE I – PURPOSE**

The purpose of this Agreement is to reduce to writing the total understanding of the parties regarding wages, benefits and working conditions of employees of the Employer covered by this Agreement, and that all such understandings are written to be mutually binding. The agreements concerning wages, benefits and working conditions expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Employer without limit or exception, including but not limited to Employer pension programs, wage statements, fringe benefit statements or employee personnel booklets. All employee benefit programs have been reviewed by the parties of this Agreement and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

### **ARTICLE II- MANAGEMENT RIGHTS**

It is recognized that the government and management of the Township, control and management of its properties, and the maintenance of municipal functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility, except as limited by law. Nothing in this Agreement shall be construed as to limit or impair the right of the Employer to exercise its own discretion in all of the following matters. Such rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are: All rights involving public policy, the rights to decide the number of employees, to create or eliminate positions, work normally performed within the unit, the right to hire, lay-off, assign, transfer and promote employees; to determine the qualifications of employees; to determine and redetermine job content; to make such reasonable rules and regulations not in conflict with this

Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice thereof to the Union and employees, to require compliance therewith by employees; the right to discharge or discipline for just cause and to maintain discipline and effectiveness of employees; to make and change rules, regulations and orders which are not inconsistent with the terms and provisions of this agreement; the scheduling of work, methods of departmental operations, the selection, procurement, designing, engineering, purchasing, and control of equipment, supplies and materials, the right to determine the size of the management organization, its functions, authority, amount of supervision, organizational chart; to develop and amend mutual aid agreements with other agencies and organizations, to determine training requirements and training methods, and the right to contract for services by others. The Employer shall have all other rights and prerogatives, except those rights, powers, prerogatives that are limited by law or specific provisions of this Agreement.

### **ARTICLE III - UNION SECURITY**

**SECTION 1.** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

**SECTION 2.** Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, as a condition of continued employment, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

**SECTION 3.** Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for less than thirty (30) days, and employees hired or rehired into the Union after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days from the effective date of the contract or the date of hire, whichever is later, shall pay to the Union, the service charge defined in SECTION 2. above, for the duration of this Agreement.

**SECTION 4.** Failure by an employee to comply with the provisions set forth above, after notice to the Employer by the Union, shall cause the termination of employment by the Employer and/or its agents, not later than the end of the next pay period following notice of such non-compliance to the Employer.

**SECTION 5.** Employees who do not make application for membership in the Union as outlined above, shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

**SECTION 6.** Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Employer to sign an "Authorization for Deduction of Service Charge" form and be informed of the provisions of the Agreement relating to non-compliance.

Upon receipt of such notice from the Union, the Employer shall, within five (5) working days, notify the employee of provisions of the Agreement, then obtain the employee's response and then notify the Union of the employee's decision. This decision, made by the employee, will remain in force for the duration of the Agreement.

**SECTION 7.** Deduction of the service charge for employees who elect not to join the Union shall comply under the Article "Union Dues and Fees," on the same basis as for employee's who elect to become a Union member. The Union agrees to indemnify and hold harmless the Employer, its officers, agents and employees from any and all claims or actions for damages, costs and attorney fees obtained by employees or former employees who have been terminated pursuant to ARTICLE 3, SECTION 4, including the Employer's costs and attorney fees in defending itself.

#### **ARTICLE IV - UNION DUES AND FEES**

**SECTION 1. AUTHORIZATION CARD AVAILABILITY** Union authorization cards shall be made available to new employees by the Employer as part of the hiring-in process, with a form of notification to new employees of immediate requirements having to do with Union membership pursuant to this collective bargaining agreement. The Union authorization cards, when signed, are to be promptly delivered to the Police Officers Labor Council.

**SECTION 2. NAMES OF EMPLOYEES** Sixty (60) days after the effective date of this Agreement, the Employer shall furnish a list to the Union of all employees covered by this Agreement and shall thereafter notify the Union of any additions or deletions to said list semi-annually.

**SECTION 3. CHECK-OFF** The Employer will deduct from the pay of any employee, union or non-union, all current and past dues and/or initiation fees and/or service charges of the Police Officers Labor Council; provided however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Union. The Union will notify the Employer in writing of any past dues or initiation fees before the deduction is made. All deductions shall be made from the pay of employees for

the first pay period ending in each calendar month. A check for all sums deducted under this Section shall be forwarded to the Police Officers Labor Council not later than the twenty-fifth (25th) of said month.

**SECTION 4. CHECK-OFF SCHEDULE** The Employer, on its own form, will furnish the Police Officers Labor Council a schedule of names and amounts of deductions each month. Simultaneously, it will notify the Police Officers Labor Council of each employee's date of hire and other applicable and pertinent information concerning an employee that is laid-off, discharged, transferred to an excluded classification, quit, cleared for other reasons such as leave of absence, recalled, returned from a leave or rehired.

**SECTION 5. CHECK-OFF AUTHORIZATION** During the term of this Agreement, the Check-Off Authorization and Membership Form supplied by the Union shall be used for the purpose of dues.

**SECTION 6. AUTHORIZATION FOR AMOUNTS** Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Police Officers Labor Council regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues.

**SECTION 7. INDEMNIFICATION** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this article.

**SECTION 8.** The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

## **ARTICLE V - UNION STEWARDS**

**SECTION 1.** The employees shall be represented by a Police Officers Labor Council Representative, the chief steward and two (2) alternate stewards. The Employer shall not be required to meet with more than four (4) persons at grievance meetings and during contract negotiations.

**SECTION 2.** Any one (1) member of the union committee will be permitted to leave his/her work assignment when he/she has obtained the permission of his/her supervisor which shall not be unreasonably withheld, for the purpose of handling an alleged violation of this Agreement. Any employee so leaving his/her work shall record his/her time of leaving and returning to work on appropriate time cards and shall not leave his/her work until his/her supervisor has had reasonable time to provide a replacement, if necessary, subject to overriding work considerations.

**SECTION 3.** Members of the union committee shall be compensated for necessary time spent in adjusting grievances during regular department working hours, including arbitration; provided, however, such committeepersons shall give the Employer an accurate account of time lost in adjusting grievances.

**SECTION 4.** The Union shall supply the Employer with a list of names, addresses and telephone numbers of the members of the union committee, together with all changes as they occur. The Employer shall recognize only those employees so listed.

**SECTION 5.** A committeeperson will be retained as long as a shift is in operation; provided the Employer has work assigned which a committeeperson is qualified to perform and a committeeperson is available for such work. If no committeeperson qualifies under the above rule, the Union may designate another employee who had been assigned to such work to represent the employees for that period.

**SECTION 6.** Members of the union committee shall perform their regular assignments, except when it is necessary to leave their work for contract negotiations and/or to handle grievances as provided herein.

**SECTION 7.** Upon request of the aggrieved, grievant has the right to representation by a union steward.

**SECTION 8.** The Township will provide information necessary to evaluate grievances and for collective bargaining purpose to the Union within a reasonable period of time after requested.

## **ARTICLE VI- GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance is an expressed violation of a specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. Either party to the contract, an employee or group of employees, may file a grievance.

**SECTION 2.** All grievances shall be settled only in accordance with the procedures set forth in this Article.

**SECTION 3.** Grievances shall be taken up promptly and will not be considered or discussed if presented later than seven (7) calendar days after the occurrence has become known or should have been known to the aggrieved. The parties may agree to extend the time limits in writing. All grievances shall be handled in accordance with the following steps:

**STEP 1.** Any employee having a complaint shall first take up the matter with his/her immediate supervisor, with or without the presence of his/her steward. Every attempt shall be made to reach a settlement. If a satisfactory conclusion is not reached, the grievance shall move to STEP 2 within seven (7) calendar days of the conference with the

immediate supervisor.

**STEP 2.** The employee and/or his or her steward shall reduce the matter to writing, stating all facts in detail and the article(s) and section(s) of the contract alleged to have been violated. This shall be submitted to the Director of Public Safety within seven (7) calendar days of the discussion with his/her supervisor. After receipt of the written grievance, the Director of Public Safety shall schedule a conference within ten (10) calendar days, with the employee and/or steward. The Director of Public Safety shall return a written answer to the employee and steward and to the Township Board Representative to the Police Department, within seven (7) calendar days of the conference. If a satisfactory conclusion is not reached, the grievance shall move to STEP 3.

**STEP 3.** If the grievance has not been settled in STEP 2, the grievance may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after STEP 2. All matters submitted to arbitration shall be submitted to the Michigan Employment Relations Commission. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess the degree of penalty. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this agreement. The arbitrator's decision shall be final and binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expense of their own witnesses.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services (other than employment held prior to the discipline) that the employee may have received from any source during the period in question.

**SECTION 4.** Grievances regarding discipline or discharge shall start with the conference outlined in STEP 2 of the grievance procedure.

**SECTION 5.** If, at any step of the grievance procedure, the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration. If the Employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration.



## **ARTICLE VII - SENIORITY**

**SECTION 1. DEFINITION** Seniority shall be determined as the length of service from the last date of hire into a Bargaining Unit position. Police employees shall acquire seniority upon completion of their probationary period of one (1) year which shall date from the original date of hiring. Dispatch employees shall acquire seniority upon completion of their probationary period of six (6) months which shall date from the original date of hiring. Seniority for dispatchers shall be confined to the dispatcher classification and seniority for police officers shall be confined to the police officer classification. A dispatcher may not bump a police officer and a police officer may not bump a dispatcher. The Employer shall have no responsibility for the re-employment of a laid-off probationary or discharged probationary employee.

**SECTION 2. MAINTENANCE OF LISTS** The Employer shall maintain up-to-date seniority and records for all employees. The Employer will notify the Union, in writing, of any changes in, or additions to, such seniority and rate lists quarterly and the Union will have five (5) working days to challenge said change or addition.

**SECTION 3. BREAKING TIES IN SENIORITY** In the application of seniority under this article, if seniority is equal, the adjusted seniority date of hire as a full-time police officer, part-time police officer, full-time dispatcher, or part-time dispatcher shall prevail. If seniority is still equal, the first letter of the last name (in alphabetical order) shall prevail.

**SECTION 4. LAYOFF AND RECALL** The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

**A.** Reserve police officers shall not be used if any bargaining unit employee is on lay-off. However, they may be utilized (as they have been historically) in non-paid positions such as accompanying paid officers in patrol vehicles, crime prevention activities, and other events.

**B.** Probationary employees shall first be laid-off.

**C.** Employees shall then be laid-off in accordance with their seniority, beginning with the least senior part-time employee, then full-time employees.

**D.** When increases in employment occur, senior employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

**SECTION 5. LAYOFF NOTICE** In the event of a layoff, employees shall be given seven (7) days' notice of layoff. An employee on layoff shall be given seven (7) days' notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the address last provided the Employer by the employee. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to

the employee's telephone number or address being inaccurate.

**SECTION 6. LOSS OF SENIORITY** An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

**A.** The employee quits.

**B.** The employee is discharged for just cause.

**C.** The employee is absent from work for three (3) consecutive working days without properly notifying the Employer prior to the end of the employee's shift on the third day, unless a written satisfactory reason is given for the failure to report.

**D.** The employee obtains a leave of absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved leave of absence, unless a satisfactory reason for such failure is given.

**E.** The employee retires.

**F.** The employee is laid-off for a period of two (2) years or the length of department seniority, up to a maximum of five (5) years.

#### **SECTION 7. SENIORITY OUTSIDE BARGAINING UNIT**

Employees promoted, transferred, assigned or appointed to positions outside the bargaining unit from and after January 1, 1994, shall accumulate seniority in the bargaining unit for a one (1) year period. After the one (1) year period, the seniority shall be frozen. Employees promoted to positions outside the bargaining unit prior to January 1, 1994 shall continue to accumulate bargaining unit seniority. The freezing of bargaining unit seniority shall only be applicable for bidding and/or bumping purposes and shall not affect economic benefits related to the accumulation of seniority.

#### **SECTION 8. TRANSFER OF SENIORITY FROM PART-TIME STATUS TO FULL-TIME STATUS**

**A.** Commencing January 1, 1998 a part-time employee promoted from part-time status to full-time status shall be credited with full-time seniority calculated in the following manner: For every 173 hours worked from and after January 1, 1998 by a part-time employee (in a calendar month), they shall receive one (1) months credit towards full-time seniority. A cap of 2080 hours shall limit the credit to no more than twelve (12) months in a calendar year. For the purpose of calculation, the one (1) month credit will not be awarded when accumulated hours fail to equal the 173-hour benchmark.

**B.** Part-time employees who are promoted after January 1, 1998 shall receive one-half credit for each month worked prior to January 1, 1998.

C. The Employer shall maintain and post up-to-date seniority records for all employees. The Employer will notify the Union in writing of any changes and/or additions to said seniority list. Challenges to the accuracy of the list shall be subject to the grievance procedure.

## **ARTICLE VIII - NON-BARGAINING UNIT EMPLOYEE**

**SECTION 1.** Non-bargaining Unit employees shall not perform work regularly assigned to an employee covered by this agreement which will deprive said employee(s) of his/her regular job; however, this section shall not be construed to prevent non-bargaining unit employees from working on hourly rated jobs in the following situation:

A. In the instruction and training of employees.

B. Covering work when employees are not available; such as tardiness, having to leave early, or absence during overtime hours.

C. The Dispatch Coordinator performing work normally associated with the work of a dispatcher.

## **ARTICLE IX - SAFETY**

### **SECTION 1. SAFETY COMMITTEE**

A safety committee comprised of two (2) full-time officers, and one (1) dispatcher, appointed by the Union, and two (2) persons appointed by the Employer shall be maintained for the purpose of conducting regular meetings in order to discuss and recommend safety issues. No loss of wages will be suffered by any union employee that was assigned to scheduled duty at the time of the safety committee meeting.

### **SECTION 2. STAFFING**

During the day shift the Employer will attempt to maintain at least two (2) cars and a road supervisor car. During the night shift the Employer will attempt to maintain at least three (3) cars and a road supervisor car.

It is recognized that on occasions the Employer may not be able to maintain the number of cars set forth herein in which case the number of cars may be reduced. When transporting two (2) or more prisoners, there shall be a minimum of two (2) officers per vehicle, one of whom may be a reserve.

### **SECTION 3. VEHICLE CONDITION**

The Employer shall not require an employee to operate a vehicle that is not in safe operating condition. All parties agree that vehicle conditions claimed to be unsafe shall be forwarded to the safety committee for further action. The parties further agree to comply

with the specifications contained in the current motor vehicle code. An employee shall report immediately, or at the end of his/her shift, all defects in or damage to police vehicles. Such reported vehicles that are unsafe to operate shall be removed from the road until said defect is corrected.

**SECTION 4.** In the event an employee claims the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his/her supervisor, in writing, with a copy to the union steward. If the reported complaint is not satisfactorily resolved by the supervisor, the employee may exercise his/her right to direct recourse to the grievance procedure as provided by this Agreement.

**SECTION 5.** All grievances and disagreements relating to this article shall be instituted at STEP 2 of the grievance procedure.

## **ARTICLE X - ANIMAL COMPLAINTS**

Police officers shall not be required to handle the animal complaints historically handled by the animal control officer. The parties further agree when animal control officers are not on duty, police officers shall respond to any call for service involving animals, including, but not limited to barking dogs, animal bites, and vicious, stray, or injured, animals: If upon arrival of the police officer, a determination is made for the services of the animal control officer, said request shall first be approved by the shift supervisor.

## **ARTICLE XI - GENERAL**

**SECTION 1.** The Employer shall provide a copy of this Agreement to all employees upon their request.

**SECTION 2.** Upon request, the Employer shall allow the Union use of a conference room located in the Township Hall, based upon availability.

**SECTION 3.** The Employer shall provide a suitable size bulletin board in the squad room for the use of the union committee.

**SECTION 4.** A file cabinet with a lock will be donated to the union committee and will become the property of the Union.

**SECTION 5.** Employees shall have the right to review their personnel file in accordance with applicable law. They shall also be furnished a copy of any disciplinary entry. No admonishment or oral reprimand of an employee that is more than two years old shall be considered in imposing disciplinary action on the employee. No written reprimand of an employee that is more than three years old shall be considered in imposing disciplinary action on the employee. All reprimands shall be removed from the Employee's personnel file upon the employee's request when it can no longer be considered for imposing further disciplinary action on the Employee.

**SECTION 6.** Paychecks will be distributed on the basis of the current established practice.

**SECTION 7.** It is understood that under the “Management Rights” clause, the Employer has the right of job assignment. The Employer shall post all open positions and assignments, at least 14 days from filling that assignment. A fair selection process shall be given for all interested employees asking for these positions. The Employer agrees that consideration will be given to senior employees for job assignments providing qualifications are equal. If an officer with less seniority is given a job assignment, an officer with greater seniority who submitted a notice of interest will have the right to speak to the Director or his designee to be advised of any areas of concern and/or improvement relevant to the assignment. The Director’s or designee’s response shall be in writing.

**SECTION 8.** Supervisors shall be able to supervise, provide leadership and/or discipline in a manner consistent with the policies and procedures of the Van Buren Police Department and not inconsistent with this agreement.

**SECTION 9.** No employee will be subjected to disciplinary action for taking part in political activity when not on duty and out of uniform.

**SECTION 10.** The Employer shall defend and hold harmless an employee against whom a claim or civil suit is brought by third parties for any act, action, or omission arising in the course or out of his/her employment. Law enforcement operations, by nature, have liability exposures that officers must recognize. The parties agree routine risk control training is necessary in an effort to reduce exposures and liability.

**SECTION 11.** In the event the Employer discontinues its operation at its present location and expands its police operation to another location, the parties agree that this contract will remain in full force and effect.

**SECTION 12.** In the event the Employer should consider contracting its police services to an outside agency, negotiations pertaining to said contracting shall be held prior to any action by the Employer.

**SECTION 13.** All employees shall follow the chain of command. Any Union Steward shall have the right to speak directly to the Director of Public Safety on matters of serious concern without using the chain of command.

**SECTION 14.** Employees shall have the opportunity to accept or reject special event assignments prior to such offer being made to reserve police officers.

**SECTION 15.** Employees directed or required to use their own vehicle for purposes related to their employment shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the Employer. The

Employer's obligation for damages received by a privately owned vehicle under such conditions shall be limited to the reimbursement of the deductible amount of the individual's insurance coverage, not to exceed the sum of \$500.00, providing the employee is not negligent in the operation of the vehicle. The employee must show proof that the vehicle was repaired and a police accident report must be submitted to the Director of Public Safety. If the Employer has a vehicle available, the employee shall be allowed use of same for purposes related to their employment.

**SECTION 16.** When an employee is disciplined or discharged, a Union Steward shall receive a copy of the action being taken in writing (including the reason for the discipline or discharge) at the time the discipline or discharge is issued. In imposing a disciplinary penalty, the Employer will not take into account any prior oral reprimand that was issued more than two years earlier, and any prior written reprimand that was issued more than three years earlier.

**SECTION 17.** The Employer will continue to provide an unmarked department vehicle for each member of the Union assigned to the Investigations Bureau and Special Investigations Bureau to drive to and from work and home if the employee resides 20 miles or less from Van Buren Township, with the above expectation that they will continue to be available on a 24/7 call basis.

**SECTION 18.** Whenever an employee is under investigation or subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

**A.** The Employer will advise both the Union and the accused employee of all allegations prior to any questioning when a citizen's complaint has been lodged against him or her. The employee may elect to have a Union Steward present at the time of questioning.

**B.** The questioning shall be conducted on an as needed basis.

**C.** The employee under investigation shall be informed of the nature of the investigation prior to any questioning.

**D.** The employee under investigation shall not be subjected to nor use abusive language. No promise or reward shall be made as an inducement to answer any questions, nor shall his/her name, home address or photograph be given to the press or news media without his/her consent.

**E.** If the employee about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the employee shall be completely informed of all his/her constitutional rights prior to the commencement of any questioning.

**F.** Prior to imposing any disciplinary action, the Union shall be

notified and allowed to be present if the employee requests Union representation.

**G.** In the event an employee is suspended pending an investigation it shall be with pay pending official action.

**H.** No employee shall be required to subject himself/herself to a polygraph examination.

**I.** No employee shall be subjected to disciplinary action for failure to reveal his/her testimony while appearing before a State or Federal grand jury at which the employee presented testimony under oath and has been sworn to secrecy.

## **ARTICLE XII - EDUCATION**

**SECTION 1.** An employee, required by the Employer to attend any school, shall continue to receive his/her salary during schooling.

**SECTION 2.** Training shall be assigned based upon departmental need, employee availability, and skill levels of the employee. Any employee desiring to attend a school or seminar shall submit a request in writing to the Director of Public Safety. The agreed upon cost of said school or seminar shall be paid by the Employer.

**SECTION 3.** An employee may submit to the Director of Public Safety a written request to attend approved courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Director of Public Safety and at least two of the full-time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed for the costs of tuition, books and fees in connection with the course.

**SECTION 4.** Upon completion of any course, a permanent record of same shall be placed in the employee's personnel file.

## **ARTICLE XIII – FIREARMS PROFICIENCY**

Police officers covered under this Agreement shall be required to pass a firearm qualification course determined by the Employer. Said qualification shall evaluate the officer's proficiency with firearms authorized for carry by the Employer. Qualifications shall take place at three (3) to six (6) month intervals. The Employer shall supply all required ammunition.

## **ARTICLE XIV - CLOTHING & EQUIPMENT**

**SECTION 1.** It is the responsibility of the Employer to supply any clothing or equipment, other than shoes, which they require employees to wear or use.

**SECTION 2.** It shall be the Employer's obligation to dry-clean the winter coats twice a year. The employee will have said coat dry-cleaned at a cleaner designated by the Employer. If the uniforms are changed from the current wash and wear type to a dry cleanable type, the Employer agrees to pay for dry cleaning of such uniforms.

**SECTION 3.** If a uniform or article of clothing is damaged in the line of duty so as to render it unfit, the Employer will replace it without cost to the employee.

**SECTION 4.** Police officers covered under this Agreement shall be issued protective body armor by the Employer. Said body armor shall be maintained and replaced according to the manufacturer's specifications.

## **ARTICLE XV - PROMOTIONS**

### **SECTION 1. GENERAL**

**A.** The Employer shall determine if a vacant position is to be filled. If the Employer decides to fill the position it shall be done in accordance with this Article. Notice of promotional examinations shall be posted within the police department for a period of at least fourteen (14) days prior to the examination.

**B.** Qualified employees shall apply by providing a written notice of interest to the Director of Public Safety prior to the listed application closing date. Failure to provide notice of interest within this period shall be considered as having refused to apply.

**C.** If there are no qualified applicants who are employees or no one applies for a listed promotion, the Employer may test and hire qualified applicants outside the Union.

**D.** Upon completion of the testing process, a list shall be established ranking applicants from the highest score to the lowest, with the highest-ranking applicant being promoted first. This list shall be available to each employee tested and shall include their total score. The promotional list shall be valid for a period of two years from the date of posting.

**E.** During the probationary period, current employees who are promoted and determined to be unqualified shall be returned to their previous position. The decision



of the Employer shall be set forth in writing and shall include the reason(s) for the disqualification and shall not be subject to the grievance procedure and/or arbitration procedures set forth herein unless the employee is terminated rather than returned to their previous position. Employees who are disciplined during their probationary period (as opposed to disqualified) shall have the right to grieve the disciplinary action, including the right to arbitrate. However, should the Employer in addition to imposing discipline, disqualify a probationary employee, only the disciplinary action(s) shall be subject to the grievance and arbitration procedures.

**F.** The classification of dispatcher shall not be eligible to bid for any vacancy in the classification of police officer.

## **SECTION 2. PROMOTION TO SERGEANT**

When an opening becomes available for sergeant, the following terms shall apply:

**A.** Full-time police officers shall have a minimum of three (3) years of employment from the last date of hire.

**B.** The testing process shall consist of the assessment method conducted by a private consulting firm determined by the Employer.

**C.** An employee promoted to sergeant shall serve a one hundred and eighty (180) calendar day probationary period.

## **ARTICLE XVI - WAGES AND HOURS**

### **SECTION 1. GENERAL INFORMATION**

**A.** This Article is intended to define the normal hours of work to provide the basis for calculation of payment, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**B.** All employees are expected to perform their regular work within the shift hours to which they are assigned. Employees who are requested to report early for preparatory work will be paid for such time worked. Other time beyond their regular shift will be paid if approved by the Director of Public Safety or his designee.

**C.** The normal work shift for all employees covered under this Agreement shall consist of eight (8) hour durations or twelve (12) hour durations as deemed necessary by the Employer, who must give at least thirty (30) days' notice to employees prior to any changes in shift duration or rotation.

**D.** The parties agree to allow employees the opportunity to work a twelve (12) hour schedule, as deemed necessary by the Employer, with the following provisions:

1. The work period shall consist of fourteen (14) days

2. During this fourteen (14) day period, employees who work their normal schedule consisting of eighty-four (84) hours shall be compensated at non-overtime rates.

3. Employees who work more than eighty-four (84) hours in this fourteen (14) day period, but less than one-hundred (100), shall be compensated at one and one-half times their regular rate of pay.

4. Employees who work in excess of one-hundred (100) hours in this period shall be compensated at double their regular rate of pay.

**E.** An employee shall not work more than eighteen (18) hours for the Township in a twenty-four (24) hour period, which begins when an employee starts working. There must be at least a six (6) hour break before an employee can start another shift of employment with the Township. This section shall not apply to:

1. Court time
2. Training; and
3. Emergency situations (staffing shall not be considered an emergency situation).

## **SECTION 2. OVERTIME/CALL-IN PAY.**

**A.** There will be no pyramiding of overtime and overtime will be paid at the specified rate even though the hours worked might qualify for overtime under more than one provision of this Agreement.

**B.** Any employee who takes advantage of the overtime provisions mentioned herein by working overtime hours and then losing time by coming in late or laying off without good cause during the same pay period shall be subject to disciplinary action.

**C.** Authorized paid vacation, sick days, and personal, shall be considered as time worked for overtime purposes.

**D.** Whenever an employee is ordered to fill a vacancy in a higher classification, said employee shall receive the higher rate of pay and is expected to perform those duties and assume the responsibilities of the higher classification.

**E.** Any employee who is called into work is permitted to appear or is sent home for lack of work shall receive a minimum of four (4) hours work or pay at their appropriate rate of compensation.

### SECTION 3. OVERTIME DISTRIBUTION

**A.** The Employer shall maintain a proper list of overtime assignments so as to insure fair distribution of overtime among all eligible employees in the classification.

**B.** **Unscheduled Call Back:** Full-time employees called back outside their regular hours on an unscheduled basis, shall be paid overtime rates for the total time worked with a minimum of four (4) hours at time and one-half for each call back: except that employees may be offered less than two (2) hours call back time in conjunction with a regularly scheduled shift.

**C.** The Employer shall use the prescheduled overtime roster for all prescheduled overtime with the following exceptions:

Management shall have the right to extend a shift of not more than 6 hours to cover road patrol or dispatch without using the overtime roster.

If management elects to extend a shift without using the overtime roster the employee with the least hours shall be asked if they wish to have their shift extended. If that Employee turns the overtime down the next in line will be asked until the list is exhausted in which case the least senior employee will be ordered.

### SECTION 4. WAGES

**A.** Full time officers employed by the Employer as of January 1 shall receive the following hourly rate of pay increases:

	<u>EDOR*</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Probationary	\$ 23.87	\$ 24.23	\$ 24.84	\$ 25.46
12 months 1 day	\$ 24.66	\$ 25.03	\$ 25.66	\$ 26.30
24 months 1 day	\$ 25.33	\$ 25.71	\$ 26.36	\$ 27.02
36 months 1 day	\$ 26.27	\$ 26.66	\$ 27.33	\$ 28.01
48 months 1 day	\$ 28.28	\$ 28.70	\$ 29.42	\$ 30.16

\*Effective Date of Ratification

**B.** Full-time dispatchers employed by the Employer as of January 1 shall receive the following hourly rate of pay increases:

	<u>EDOR*</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Probationary	\$ 18.30	\$ 18.57	\$ 19.04	\$ 19.52
12 months 1 day	\$ 18.78	\$ 19.06	\$ 19.54	\$ 20.02
24 months 1 day	\$ 19.31	\$ 19.59	\$ 20.08	\$ 20.59
36 months 1 day	\$ 20.27	\$ 20.57	\$ 21.09	\$ 21.62

\*Effective Date of Ratification

**C.** Part-time dispatchers employed by the Employer as of January 1 shall receive the following hourly rate of pay increases:

	<u>EDOR*</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Probationary	\$ 14.30	\$ 14.52	\$ 14.88	\$ 15.25
12 months 1 day	\$ 17.09	\$ 17.35	\$ 17.78	\$ 18.23
24 months 1 day	\$ 18.68	\$ 18.96	\$ 19.43	\$ 19.92

\*Effective Date of Ratification

**D.** To the extent possible, scheduled hours of work available to part-time employees will be equalized among part-time employees.

**E.** Employees that work an eight hour shift shall receive a thirty (30) minute paid lunch period while on duty. Employees that work a twelve (12) hour shift shall receive one sixty (60) minute paid lunch period while on duty. Employees shall not be prohibited from taking their lunch breaks within the period of two hours after the start of their shift and two hours *prior to* the completion of their shift, if manpower allows it.

**F.** The Employer will equalize overtime among employees to the extent possible. For the purposes of scheduling and overtime, the parties agree to recognize a division between the road patrol and the investigations unit. It is further understood that employees assigned to one division shall not be eligible for scheduling or overtime in the other division unless all employees within the division having said vacancy have been given the opportunity to work.

## **SECTION 5. SHIFT BIDDING**

Employees assigned to road patrol shall bid for their shift assignment based upon their respective seniority. Effective January 1, 2006, every four (4) months employees shall bid for the scheduled shift of their choice, with the senior most employee having the first pick and in descending order of seniority, remaining employees shall choose the shifts left to complete the schedule determined by the Employer.

Employees assigned to K-9 duties (due to the unique nature of the position) shall not bid a shift other than the designated K-9 shift unless there is more than one (1) designated K-9 shift.

Employees assigned as Trained Evidence Technicians (due to the specialized training) shall not bid a shift other than the designated ET shift unless there is more than one (1) designated ET bidding on that same shift otherwise lowest in seniority will be designated the ET of that shift. This Section shall not be valid in the event that the Department has less than 8 trained Evidence Technicians at any given time.

## **SECTION 6. FIELD TRAINING AND COMMUNICATION OFFICERS**

If an officer is directed to perform duties involving field training and/or communications for the purpose of training probationary and /or new officers the said officer shall receive an additional one (1) hour of pay per shift at time and one half. The officer or officers designated as field training and communication officers shall only receive the pay when directed to perform the duties by the Director of Public Safety or his/her designee.

## **ARTICLE XVII - COURT APPEARANCES**

Employees shall be paid at their appropriate hourly rate of pay when required to appear in court while on duty. When employees are required to appear in court, administrative hearings, before the Secretary of State, or depositions while off duty, the employee shall be compensated (at a minimum of three (3) hours) at time and one half. However, any employee called to appear in any legal proceeding immediately prior to or immediately subsequent to a scheduled shift, shall receive their appropriate rate of pay only for those hours of appearance immediately before or after the scheduled shift.

## **ARTICLE XVIII - HOLIDAYS**

### **SECTION 1. FULL TIME**

Full time employees shall receive the following holidays:

New Year's Day

Presidents' Day

Memorial Day

Labor Day

Thanksgiving Day

Martin Luther King Day

Good Friday

July 4<sup>th</sup> (Independence Day)

Veterans' Day

Friday after Thanksgiving Day

Christmas Eve Day  
New Year's Eve Day

Christmas Day

## **SECTION 2. PART TIME**

Part time employees shall receive the following holidays:

New Year's Day  
Thanksgiving  
Christmas Day

Martin Luther King Day  
Christmas Eve Day

## **SECTION 3. HOLIDAY PAY**

The Township and the Union stipulate that the holiday pay shall be as follows:

During the first payroll of January, employees shall receive a lump sum payment for the previous year's holidays. For employees assigned to twelve (12) hours shifts, the lump sum payment shall be calculated by multiplying 12 hours of straight time by 13 holidays (156 hours) plus an additional 6 hours of straight time multiplied by 8 holidays (48 hours) for a total of 204 hours of straight time pay at the employee's rate of pay in effect during the previous year. Any employee who worked a portion of the previous year assigned to a twelve (12) hour shift shall receive a proportional amount based upon the number of holidays that occurred while working the respective shifts. An employee who was employed for only part of the previous year shall receive a pro-rated amount based upon the number of holidays that occurred while that employee was employed. If an employee leaves before December 31, of any calendar year, the employee will receive holiday pay based upon the holidays that occurred prior to the employee's date of termination.

## **ARTICLE XIX - ANNUAL VACATIONS AND PAID SICK DAYS**

### **SECTION 1. GENERAL PROVISIONS**

Employees will be allowed to use occasional vacation day(s) upon approval of the Director of Public Safety or his designee. Long-term use of vacation will be allowed as follows:

**A.** At the time the new shift bidding process is completed and the new shifts and schedules are determined, the Employer will cause to be posted in a prominent and accessible place in its offices, a calendar for the vacation period in some form which will allow each employee who so desires to indicate upon the calendar, a period of time over which he or she wishes to take vacation.

**B.** At the same time, the Employer will post with the calendar a notice specifying any limitation it places upon the vacations its employees may take, such as, "only two (2) employees in a classification may be on vacation on any working day. The employer shall have the right to restrict dates where employees cannot utilize vacation days

prior to the shifts and days off selection by the officers. Vacation days cannot be restricted after the schedule is posted.

**C.** The employee or employees with the most seniority having applied for vacation for any period or any part of a period as to which there is a conflict with the limitations posted by the Employer, and all employees who have indicated a desire to vacation during periods as to which there is no conflict with limitations, may consider their vacations as scheduled for the periods involved. Except in cases of emergency, the Employer may not unilaterally alter the vacation schedule of these employees at any subsequent date.

**D.** Employees who did not indicate a desired vacation period prior to the posting of the vacation schedule or who indicated a desire but were in conflict with a more senior employee or employees so as to deny them vacation during the indicated period, may apply for approval of any other vacation period consistent with the limitations notice posted by the Employer. The Employer will not unreasonably withhold its approval of such application.

**E.** The vacation period shall coincide with the shift bid periods.

## **SECTION 2. FULL-TIME PROVISIONS**

**A.** Full-Time employees will earn annual vacation time according to their seniority date. Vacation time earned shall be stated in terms of hours and is follows:

6 months 1 day to 1 year service	42 hours
1 year 1 day to 2 years' service	126 hours
2 years 1 day to 5 years' service	168 hours
5 years 1 day or more	216 hours

During the first year of employment, an employee shall accrue vacation time which may or may not be used by the end of the calendar year. The employee will be permitted to roll over to the next calendar year any unused accrued vacation time, with the understanding that this vacation time must be used by December 31st of the second year of employment and in accordance with the terms of this agreement.

**B.** Full-time employees must use eighty (80) hours of vacation time. Remaining hours may be cashed out at the employee's regular rate of pay, provided the employee provides written notification to the Director of Public Safety prior to October 10th of the calendar year.

**C.** Vacation time must be taken in no less than (2) hour increments.

**D.** If an Employee is killed in the line of duty, any unearned vacation leave previously unused will not be deducted from the terminal benefits that shall be awarded to the Employee's beneficiaries.

**SECTION 3. PART-TIME PROVISIONS**

**A.** Part-time employees will earn paid annual vacation time according to their date of hire as a part-time employee. Vacation time earned shall be taken in accordance with the following schedule and shall not be banked or cashed out.

1 year 1 day to 2 years	48 hours
2 years 1 day to 5 years	60 hours
5 years 1 day and beyond	84 hours

**B.** Vacation time must be taken in no less than (2) hour increments.

**SECTION 4. PERSONAL LEAVE DAYS**

Full-time employees will receive three (3) personal leave days annually with pay. Personal days must be taken in no less than (2) hour increments. These days cannot be cashed out and will not be deducted from vacation time. The first person that requests personal time on a shift shall not be denied. Any additional time shall be at the discretion of the Employer. Personal time shall not be taken on holidays or restricted days that have been blocked out on the work schedule by the Employer prior to the schedule being bid and posted.

**SECTION 5. SICK TIME**

**A.** Full-time employees shall accumulate sick leave at the rate of twelve (12) per full month of employment at the date of ratification of the contract and is not retroactive, with up to a maximum accumulation of four hundred (400) hours. Sick time must be taken in no less than two (2) hour increments. Employees that are separated from employment due to normal or disability retirement shall receive pay for one-half of their unused sick time. However, this payment will not be considered part of FAC for MERS retirement purposes.

**B.** Sick time shall be used for personal illness, medical reasons, or disability due to an off the job injury. After three (3) days absence due to such illness or injury, upon the Employer's request, an employee shall provide a doctor's verification statement. Furthermore, the Employer may, at their expense, require an employee to undergo examination and tests by medical personnel of their choice, regardless of the length of the absence. In case of an illness or injury to a spouse or child, an officer who needs time off from work will first use any available Paid Time Off (vacation, personal, compensatory). If the officer does not have Paid Time Off, or the request for Paid Time Off is denied for any reason, the officer may use available sick time. Sick time shall not be denied by management.

**C.** Employee shall notify a supervisor of his/her inability to report to work. Notice shall be given as soon as the employee is aware of his/her inability to work.



**D.** Any employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of their employment shall be charged with a minimum of (2) hour's sick time if he/she leaves before the completion of the first half of their scheduled shift.

**E.** Paid sick leave shall be considered as time worked for all pay purposes.

**F.** Employees may, at their option, transfer unused sick time to another employee for exceptional bona fide medical situations. This transfer of sick time must be approved by the Director of Public Safety or his/her designee. Employees shall not go below the five (5) sick days referenced in Section 6.A. below when making the approved transfer of sick time.

## **SECTION 6. SICK LEAVE BUY OUT**

**A.** Employees may at their option, elect to sell back three (3) days at one hundred percent (100%) of their current rate of pay to be payable in the first pay period of each December.

**B.** Employees must always have at least five (5) sick days left on the books after cashing in any additional days.

## **SECTION 7. COMPENSATORY TIME**

**A.** Any member may choose, in lieu of payment for overtime, to receive compensatory time at their appropriate rate of compensation. No accumulation of compensatory time shall be authorized or credited in excess of seventy-two (72) hours.

**B.** To the extent possible, individual preferences and requests for the use of compensatory "time off" will be honored in accordance with current procedures established for requesting time off. No reasonable request for the use of compensatory "time off" shall be denied. Compensatory time off will not be pre-scheduled more than seven days in advance. Pre-scheduled vacation time and training time shall receive precedence over a request for the use of compensatory time.

**C.** Compensatory time will be used within one (1) year of it being earned and will be utilized in no less than two (2) hour increments.

## **ARTICLE XX - INSURANCE**

### **SECTION 1. HEALTH CARE COVERAGE - FULL-TIME**

**A.** The Employer will provide current employees Blue Cross/Blue Shield coverage as currently provided, except that employees hired after ratification of the 2006 CBA have the option of Blue Care Network and the PPO coverage only. The Township will provide each employee the Blue Cross/Blue Shield UCR Dental Rider. In the event

the employee fails or refuses to pay the additional sums necessary to maintain coverage; the Employer shall deduct said sums from the employee's pay for the purpose of maintaining coverage for the group. Every employee shall pay ten (10%) percent of the employee's health insurance premium cost.

**B.** All health care insurance coverage plans will have a prescription co-pay of \$10.00 for generic drugs and a \$40.00 co-pay for brand name drugs.

**C.** This coverage and carrier may be changed by the Employer provided the new carrier has equal or better coverage.

**D.** In the event an actively employed member dies as a result of injuries in the line of duty, the Employer shall provide medical coverage for the surviving spouse and any eligible dependent children of the deceased member, on the same terms as the coverage provided to other members. Medical coverage for the spouse and dependent children shall continue for five (5) years after the death of the Employee.

**E.** Insurance benefits will become effective in the case of new employees after ninety-one (91) calendar days of employment for Blue Cross/Blue Shield (PPO) and after thirty-one (31) calendar days of employment for Blue Care Network (HMO).

**F.** An employee may elect to opt out of healthcare coverage. In the event that said employee elects to opt out of healthcare coverage, he/she shall receive in lieu of said coverage the sum of \$200.00 a month. An employee may only elect to opt out of healthcare coverage if said employee has comparable coverage through his/her spouse or another source. Evidence of which must be presented to the Township Clerk in order to become eligible for said payment.

## **SECTION 2. HEALTH CARE COVERAGE- PART-TIME**

**A. PART-TIME.** Any part-time employee covered under the provisions of this contract may apply for medical and hospitalization insurance provided the employee authorizes a wage deduction authorization, and further provided, that the Employer's insurance carrier is agreeable to allowing the medical and hospitalization coverage to be split-off from the overall coverage afforded other employees. It is agreed and understood that part-time employees shall not receive any form of medical or hospitalization insurance at the expense of the Employer.

## **SECTION 3. OPTICAL**

The Employer will continue to provide the same optical insurance coverage for employees and eligible dependents.

## **SECTION 4. LIFE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

**A.** The Employer will permit employees to purchase additional insurance coverage from the Employer's carrier, providing such additional coverage is available from said carrier and providing each employee so electing shall pay said premium through payroll deduction. It is understood by the parties that in addition to the insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officer's Benefit Act of 1976.

**B. FULL-TIME POLICE.** The Employer will provide coverage in the amount of forty thousand dollars (\$45,000.00).

**C. FULL-TIME DISPATCH.** The Employer will provide insurance coverage in the amount of twenty thousand dollars (\$25,000.00).

**D. PART-TIME.** The employer will provide insurance coverage in the amount of ten thousand and five hundred dollars (\$10,500.00) and accidental death and dismemberment coverage in the amount of fifteen thousand dollars (\$15,000.00).

#### **SECTION 5. SICKNESS AND ACCIDENT BENEFITS- FULL-TIME**

**A.** The Employer will purchase sickness and accident insurance which will provide eligible employees with seventy percent (70%) of their base pay to a maximum payment of \$800.00 per week for a period not to exceed thirteen (13) weeks. Upon determination of long-term illness, eligible employees will be compensated with a monthly benefit equal to sixty percent (60%) of their covered monthly earnings up to a maximum monthly benefit of five thousand dollars (\$5,000). Benefits of this provision will begin on the first (1st) day of the accident or hospitalization and the eighth (8th) day of illness.

**B.** Benefits under this plan will be reduced by any benefits the employee and his/her dependents are eligible for under the Social Security Act, or any other coverage provided by law. Benefits will also be reduced by all other disability benefits the employee and his/her dependents are eligible for under the Railroad Retirement Act, any labor-management trustee, union or employee benefit plans, the Employer's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under a separate individual policy will not be used as a basis of reduction under this provision.

**C.** The amount of benefit reduction for Social Security benefits will be "frozen". Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increase the benefit payments to which the individual is entitled. The minimum amount of benefit payable under this plan will be fifty dollars (\$50.00) per week.

**D.** There will be no duplication of benefits for time off as a result of sickness or accident.

**E.** The Employer will continue employee medical and life insurance for a maximum period of six (6) months for a non-duty related disability and for twelve (12) months for a duty related disability.

**F.** At its expense, the Employer may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

## **SECTION 6. SICKNESS AND ACCIDENT BENEFITS- PART-TIME**

The employer will provide eligible part-time employees with Fifty Dollars (\$50.00) of weekly benefits for a period of twenty-six (26) weeks providing the employee does not receive sickness and accident benefits from another source. Employees will be eligible for benefits on the first day of disability due to an injury; the first day of hospitalization; and on the eighth day of disability due to sickness.

After three (3) days absence due to such illness or injury, upon the Employer's request, an employee shall provide to the Employer a statement from a doctor verifying illness. At its expense, the Employer may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

## **SECTION 7. WORKER'S COMPENSATION INSURANCE**

**A.** The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this agreement.

**B.** The Employer agrees that any employee injured on the job and under the care of a licensed physician will not be charged time off from his/ her vacation/sick time reserve. If an employee leaves work due to an injury arising within the scope of his/her employment, the employee shall not be charged with sick leave for that day and will be paid for the remainder of the shift.

**C.** Accidents must be reported to the Director of Public Safety or his designee as soon as possible.

**D.** Any full-time employee injured in an accident compensable under the Workers' Compensation Act shall receive from the Employer, the difference between the amounts received through workers' compensation, other Employer furnished insurance and one-hundred (100) percent of his/her regular pay for a period not to exceed two (2) from the date of injury.

## **ARTICLE XXI - RETIREMENT - FULL-TIME EMPLOYEES**

### **SECTION 1. GENERAL**

**A.** The MERS plan will provide for a multiplier of (2.5%); and three (3) year final average compensation calculation; a V-6 vesting which will provide for vesting at the end of six (6) years of service; an E-2 escalator as provided by MERS; an F-55/15 feature which provides for retirement at fifty-five (55) years of age with a minimum of fifteen (15) years of service; a maximum annual pension of no more than eighty percent (80%) of final average compensation.

**B.** The Union on behalf of itself and members of the collective bargaining unit waives any right to negotiate on any item that involves the pension, including each of the individual items herein above set forth, as well as any other benefits attributable the MERS pension plan until such time as actuaries employed by MERS certify that the plan is one hundred percent (100%) actuarially funded. In addition, the Union waives any right to file a grievance or engage in any other forum for benefits related to the MERS pension plan with the exception that if an individual believes that he or she is not receiving the appropriate pension such issue would be subject to the grievance procedure.

However, neither the grievance procedure, arbitration, administrative actions nor court procedures shall be utilized in order to obtain an increase in any of the individual items herein above set forth or any other item associated with the plan until it is certified by actuaries employed by MERS to be one hundred percent (100%) actuarially funded.

**C.** The Union, on behalf of itself and its members waives the right to utilize Act 312 of the Public Acts of 1969 or any other amendment or act which the State may pass providing for arbitration of any issue related to the MERS pension plan until it has been certified to be one hundred percent (100%) actuarially funded by actuaries employed by MERS.

**D.** The Union does not waive its right to negotiate future increases in wages which may impact the pension plan in terms of an increased pension based upon wage increases.

**E.** Each employee shall be treated as if he or she has no past service with respect to the implementation of the new MERS pension plan. The Township will not be liable for any past service credit. However, subject to MERS rules and regulations, and IRS rules and regulations, each employee if he or she so chooses, may purchase past service by rolling over monies from the Defined Contribution Plan to the MERS plan. However, the monies, which may be rolled over, are subject to the rules of IRS and MERS.

**F.** Each employee shall begin in the new plan with zero (0) years of service credit subject to purchasing years of service credit as herein above set forth. For example, an employee enrolling in the plan on January 1, 2004 would not have a year of service credit until December 31, 2004.

**G.** In the event that in any year it is actuarially determined that a contribution of more than seventeen percent (17%) (the Employer's twelve percent (12%) contribution and the employee's five percent (5%) contribution) is required the

employee shall be liable for all amounts and percentages over and above the seventeen percent (17%) contributed by the employer and the employee. The employer shall have no responsibility whatsoever to make any contribution above twelve percent (12%) until such time as actuaries employed by MERS certify that the fund is one hundred percent (100%) actuarially funded.

**H.** In the event that in any year prior to the certification by the actuaries of the fund being one hundred percent (100%) actuarially funded it is determined that less than, seventeen percent (17%) is required, both the employer and the employee shall continue to pay their respective percentages (twelve percent (12%) and five percent (5%)) even though the total of seventeen percent (17%) will exceed the amount certified to be paid by the MERS actuaries.

## **SECTION 2. EMPLOYER CONTRIBUTIONS**

**A.** The Employer shall be required to contribute twelve percent (12%) annually of the gross wage of each employee into the MERS pension plan. Upon implementation of the plan the Employer will cease to make any contributions to the current Defined Contribution Plan.

**B.** The Employer's contribution will be capped at a maximum of twelve percent (12%) annually until such time as actuaries that are employed by MERS certify that the plan is one hundred percent (100%) actuarially funded. Employees shall continue to pay their five percent (5%) annual contribution and the employer their twelve percent (12%) until actuaries employed by MERS certify that the plan is one hundred percent (100%) actuarially funded.

## **SECTION 3. EMPLOYEE CONTRIBUTIONS**

Each employee will continue to contribute five percent (5%) of his or her gross pay into the MERS pension plan.

If an officer from the Command Officers bargaining unit bumps into this bargaining unit, that officer shall retain the pension benefit level of the Command Officers bargaining unit for two years, and shall continue to at the Command Officers contribution rate during that two-year period. After two years, all MERS pension benefits and contribution amounts will revert to and be governed by the non-supervisory collective bargaining agreement then in effect.

## **SECTION 4. RETIREE MEDICAL HEALTH COVERAGE.**

**A.** After an employee accumulates seventy (70) points based on a combination of age and years of service, they shall be entitled to such coverage as is offered by the carrier for retirees. Employees wishing to obtain spousal health care coverage will be required to have a minimum of fifty-five (55) years of age and fifteen (15) years of service in order to qualify for spousal health care coverage.

**B.** To provide health insurance, which includes prescription and dental coverage for spouses of these employees, the retiree's co-pay on monthly premium costs for insuring the spouse shall be:

Retiree and spouse both under age 65:	\$250.00 per month
Retiree and spouse, one age 65 or over & one under age 65:	\$200.00 per month
Retiree and spouse both over age 65:	\$100.00 per month

**C.** Prescription coverage for eligible retirees shall be \$10.00 generic and \$40.00 name brand.

**D.** Retirees will have medical coverage only under the BCBS PPO or the HMO.

**E.** Dental coverage shall be afforded to eligible retirees participating in either the Blue Cross/Blue Shield of Michigan, or Blue Care Network plans as outlined: For purposes of clarification, Level I benefits 100%, Level II 75%/25%, Level III 50%/50%, and Level IV 50%/50% with maximum lifetime amount of \$1,000 per eligible member or eligible dependents under age 19.

**F.** When the employee and spouse become eligible for Medicare or Medicaid that coverage becomes the primary and the Township's coverage becomes secondary.

## **ARTICLE XXII - LEAVES OF ABSENCE**

**SECTION 1. GENERAL INFORMATION** Employees under this agreement may be granted a leave of absence, as specified herein, upon prior request. It shall be recommended by the Director of Public Safety, approved by the Township Board of Trustees, and be subject to the following regulations:

**A.** Such leaves shall not be granted for more than six (6) months unless otherwise specified.

**B.** An employee granted a leave of absence shall be restored to his/her position on the expiration of the leave, or, if approved by the Employer before the expiration thereof, without loss of seniority.

**C.** In the event such employee's position shall have been abolished in the meantime he/she shall be returned in the following manner:

**1.** If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed,

the probationary employee shall be separated and the returning employee appointed to the position.

2. If there is no probationary employee in that job classification or position in the Department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

D. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases of emergency.

E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.

F. Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.

G. No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere.

H. At its expense, the Employer may cause any employee who requests any type of medical or sick leave, to be examined by a medical doctor of their choosing before, during, and after, such leave of absence.

I. Before returning to work, the employee must be certified by his/her attending physician as ready and able to return to his/her full work assignment.

J. When applicable and not in violation of law, employees are required to use accrued vacation time prior to the unpaid portion of any leave of absence.

## **SECTION 2: LEAVE DEFINITIONS AND TERMS**

A. **UNION LEAVE-** Employees elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive a non-paid leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than three (3) employees shall be off on leave under this section at any time. A two (2) day leave with pay shall be granted each contract year to two (2) employees to attend the Police Officers Labor Council Conference.

B. **GOVERNMENTAL APPOINTMENT LEAVE -** Any employee may, in the sole discretion of the Employer, be given a non-paid leave of absence to accept an appointed governmental job outside the Bargaining Unit. Said leave shall be renewable yearly at the sole discretion of the Employer.



**C. MILITARY/RESERVE LEAVE** - Any employee entering the military service of the United States of America shall be granted a non-paid leave of absence. Upon return from such service, he/she shall be entitled to reinstatement in his/her job provided reinstatement is within (60) sixty days of honorable discharge.

**D. PERSONAL LEAVE** - Employees under this contract may be granted a personal leave of absence without pay. Such leaves shall not be granted for more than six (6) months. When employees are first hired, they shall receive personal days based on deducting one leave day for each four (4) full months that have passed in the calendar year prior to the employee's date of hire. Personal days will be credited to the employee the first day of January of each year. Personal leave days may be taken in two hour increments.

**E. FULL-TIME SICK LEAVE** - Sick leave shall be used for personal illness, medical reasons, or disability due to an off-the-job injury and shall be governed by the provisions of the Township's short-term and long-term disability carrier.

**F. PART-TIME SICK LEAVE**- Any employee who is ill and whose illness is supported by satisfactory medical evidence will be granted a sick leave of absence for an appropriate period of time, not to exceed six (6) months. Sick leaves must be requested before the leave commences, unless there is an emergency situation that prevents the employee from contacting the Employer, in which case the employee will submit medical evidence as soon as the employee is able. Where supported by medical proof, sick leaves may be extended for additional days as necessary but not to exceed two (2) years. In the event the leave of absence is extended beyond six (6) months, the employee shall be responsible for contacting the Director of Public Safety or his designee not less than every thirty (30) days during the term of the leave for the purpose of a status report on the medical condition.

**G. EDUCATIONAL LEAVE** - An employee, who is attending college classes, may submit a written request for a non-paid educational leave which may include portions of days or whole days.

**H. JURY SERVICE** - An employee who is called for jury service shall be excused from scheduled work for the days on which the employee serves and he/she shall receive the difference between his/her pay and that paid for jury service. The employee shall present proof of service and the amount of pay received therefore.

**I. WORKER'S COMPENSATION LEAVE** A worker's compensation leave shall be defined as a leave required as the result of the employee incurring a compensable illness or injury related to or during the course of his/her employment. An employee, upon becoming aware of injury or illness, shall report any illness or injury to a supervisor. Employees sustaining job related injuries requiring medical attention will be permitted to leave their assignment during working hours on the day of the injury to secure medical attention at a facility designated by the Employer, and will be compensated for necessary time lost during their regular schedule of related work on that day. In the event that the injury is such that the employee is permitted to work but

is required by the physician to make additional visits for necessary medical attention, the same rule will apply with respect to such recurrent visits.

## **J. MATERNITY AND CHILD CARE LEAVES**

In case of pregnancy, every female employee covered under this agreement beginning with the fifth (5) month of pregnancy, and every month thereafter prior to delivery, shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. It shall be the duty of the employee to notify her department head of the pregnancy. The Employer will grant a leave of absence for maternity reasons upon written request and upon proper certification of pregnancy from the employee's physician. Leave may be extended if such request is made and supported by the employee's physician statement that the employee is unable to return to work due to illness.

**1. FULL-TIME PROVISIONS** - Said leave will be granted in accordance with Federal and State Regulations and will be limited to earned vacation time as well as the provisions of the employer's insurance carrier.

**2. PART-TIME PROVISIONS** - Under the provisions of this article, female employees are eligible for the fifty (\$50.00) dollar per week benefit as described in ARTICLE XX, SECTION 6 (sickness and accident benefits) of this Agreement.

**K. BEREAVEMENT LEAVE** - Full-time employees shall be allowed three (3) consecutive scheduled work days as bereavement leave days to attend a funeral within a 350 mile radius and five (5) consecutive scheduled work days to attend a funeral outside the 350 mile radius. Such days shall not be deducted from vacation reserve, for a death in the immediate family, where proof of attendance at the funeral is provided by said employee to the employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, spouse's children, grandchildren, grandparents, and brothers or sisters. Full-time employees shall be allowed one (1) bereavement leave day, not to be deducted from vacation reserve, to attend the funeral of an uncle, aunt, niece, nephew, brother-in-law or sister-in-law in cases where proof of attendance is provided by said employee to Employer. Part-time employees shall be allowed the provisions afforded to full-time employees except that they shall be compensated only one (1) day to attend the funeral in the event it falls on a regularly scheduled workday.

**L. FAMILY MEDICAL AND LEAVE ACT** - The Employer and the Union agree to comply with the provisions of the Family and Medical Leave Act. Both parties agree that as the Act applies to a serious health condition that makes the employee unable to perform the employee's duties, an employee shall have the option to either use accumulated vacation, sick or personal time or, if appropriate, the short and/or long term disability insurance provided by the Employer. Further, it is understood that with regard

to other provisions of the Act, the Employer and Union agree that the employee may utilize accumulated vacation, sick or personal time.

**M. OUTSIDE EMPLOYMENT RELATED TO LEAVE** - Any part-time employee requesting a leave of absence as a direct result of his/her full-time outside employment, shall be granted such leave upon documentation of need from said outside employer.

## **ARTICLE XXIII - DRUG TESTING POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide all employees with notice of the provisions of the Employer's drug-testing program.

### **II. POLICY**

It is the policy of this Employer that the critical mission of public safety justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program. The public safety 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 a public safety employee's physical and mental health and, thus, job performance. Where public safety personnel participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity is 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 public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.

### **III. REASONS FOR TESTING**

Orders for testing shall come from the Director of Public Safety. Orders for testing shall be documented in writing. Documentation shall include the reason for the order. The Employer's program includes the following types of drug testing:

**A. PRE-PROMOTIONAL** - testing an employee whom is selected for promotion.

**B. TRANSFER** - testing an employee whom is transferred to a job of a sensitive nature (e.g., Drug Enforcement, Internal Affairs, and other jobs designated by the Review Committee).

**C. RETURN FROM ABSENCES** - testing an employee whom has been off for over thirty (30) calendar days.

**D. BASED UPON REASONABLE SUSPICION** - testing when a representative of the employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.

**E. FOLLOW-UP** - testing as part of counseling or rehabilitation.

**F. APPLICANT DRUG TESTING** - applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.

**G. PROBATIONARY EMPLOYEE DRUG TESTING** - probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order.

#### **IV. DEFINITIONS**

**A. SWORN EMPLOYEE** - those employees who have been formally vested with the full powers and authority of their position.

**B. SUPERVISOR** -those employees assigned to a position having day-to- day responsibility for supervising subordinates, or who are responsible for commanding a work element.

**C. DRUG TEST** - the compulsory or voluntary production and submission of urine by an officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

**D. REASONABLE SUSPICION** - testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.

**E. PROBATIONARY EMPLOYEE** - for the purposes of this policy a probationary employee shall be considered to be any person who is conditionally employed with the employer as a recently hired employee.

**F. MRO (MEDICAL REVIEW OFFICER)** - 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 individual's test results with his or her medical history and any

other relevant biomedical information.

#### **G. CHOICE OF COLLECTION FACILITY AND TESTING LABORATORY**

The Employer and the Union agree to mutually choose a designated collection facility. The designated laboratory under this program must be acceptable to the Michigan Law Enforcement Officers Training Council and the testing facility shall be a Smith Kline Bio-Science Facility.

**H. LAST CHANCE AGREEMENT** - a standard letter of conditions for continued employment that is offered by the Director of Public Safety, or the right to same is invoked by an officer under certain conditions outlined in this order, after it has been determined that the officer has violated this order.

**I. 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.

#### **V. PENALTY**

**A.** Violation of any provision of, this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department rules and regulations, and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the Collective Bargaining Agreement.

**B.** An employee who refuses to comply with a drug test under this program shall be terminated from the Employer's service, subject to his/her right to the grievance procedure.

#### **VI. DRUG TESTING PROCEDURES**

**A.** The testing procedures and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.

**B.** Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.

**C.** In order to prevent a false positive test result, a pretest interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the medical review officer that may have led to a false positive test.

**D.** The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.

**E.** Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.

**F.** The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his/her Union, prior to disciplinary action, should the original sample result in a legal or contractual dispute. The employee must request same within seventy- two (72) hours of being notified in writing of a positive and confirmatory test by the medical review officer. All groups of negative samples may be destroyed after seven (7) days.

**G.** All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.

**H.** 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 within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.

## **VII. DRUG TESTING METHODOLOGY**

**A.** The testing or processing phase shall consist of a two-step procedure:

**1.** Initial screening test

**2.** Confirmation test

**B.** The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMIT type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.

C. A specimen-testing positive will undergo an additional confirmatory test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.

D. 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 certified as qualified to collect urine sample or adequately trained in collection procedures.

E. Concentrations of a drug at a minimum of the following levels shall be considered a positive test result when using the initial immunoassay drug- screening test:

Initial Test Level (ng/ml)	
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolites	300*
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

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

Concentrations of a drug at or above the following levels shall be considered a positive 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	300+
Codeine	300+
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

\*Delta- 9 tetrahydrocannabinol -9- carboxylic acid

\*\* Benzoylcegonine

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

Barbiturates	300
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F. The Union will be notified of any changes in cutoff levels that are set in accordance with levels determined by the Michigan Law Enforcement Officers Training Council.

G. The laboratory selected to conduct the analysis shall be experienced and

capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.

**H.** 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.

**I.** Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

## **VIII. CHAIN OF EVIDENCE - STORAGE**

**A.** Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

**B.** 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 pending contractual or legal disputes are settled.

**C.** An employee having a positive test result shall receive a written notice from the Director of Public Safety stating said results. All pertinent information concerning the test will be made available to the effected employee upon his/her request.

## **IX. DRUG TEST RESULTS**

All records pertaining to Employer required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.

## **X. REVIEW COMMITTEE**

**A.** A review committee, including the chief steward or a designated representative, shall be formed by the Director of Public Safety to review the Township's Drug Testing Program on an ongoing basis and to make recommendations to the Director.

**B.** Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employees' current Collective Bargaining Agreement.

## **XI. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT**

**A.** An employee whose drug test has been confirmed positive by the medical



review officer during testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.

**B.** Standard letter of conditions for continued employment (last chance agreement) must be signed by the Employer and employee.

**C.** Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the Director of Public Safety or his designee. Employees shall be financially responsible for any costs associated with said rehabilitation program.

**D.** Employee must sign a form releasing any and all information to the Employer as may be requested.

**E.** Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety 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.

**F.** Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.

**G.** Once authorized to return to duty the employee must submit to periodic urinalysis as may be determined by the Director of Public Safety.

**H.** The employee shall be subject to the terms of this program for two (2) years after his/her return to work.

**I.** The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.

**J.** Employee must be advised that he/she is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

### **LAST CHANCE AGREEMENT**

RE: \_\_\_\_\_

Whereas, the above referenced individual was found guilty of violating the Employer's drug policy on \_\_\_\_\_, and:

Whereas, the Employer will conditionally reinstate \_\_\_\_\_ to the position of \_\_\_\_\_, provided

the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Director of Public Safety and subject to the

following terms and conditions being met and maintained;

Now, therefore, it is agreed that the:

**A.** Employee must sign a form releasing any and all information to the Employer as may be requested.

**B.** Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.

**C.** Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety 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.

**D.** Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.

**E.** Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the Director of Public Safety.

**F.** Upon clearance by the medical facility designated by the Director of Public Safety, \_\_\_\_\_ shall be returned to the Department as a

**G.** Once returned to duty, \_\_\_\_\_ will present himself/herself to the Department's employee assistance program or authorized approved rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employees' assistance program or approved rehabilitation source for a period of not more than two (2) years, agrees to sign appropriate forms releasing any and all information to the Employer as may be requested. Failure to follow the rehabilitation directives is grounds for discharge.

**H.** \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the Director of Public Safety. If any such test shows a positive result for the presence of a controlled substance, \_\_\_\_\_, will be discharged from employment with the Employer.

**I.** (If applicable) the Union shall withdraw with prejudice the grievance # \_\_\_\_\_ and shall release and discharge Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and \_\_\_\_\_ from any and all claims relating thereto. \_\_\_\_\_ shall release and discharge the Union and the Employer from the processing and arbitration of this grievance. Further, employee \_\_\_\_\_ releases the Charter Township of Van Buren from all liability and claims he/she may have had or now has with respect to his/her employment with the Charter Township of Van Buren, whether such claims or liability arise under

federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between the parties.

**J.** 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 precedential 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.

**K.** 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 Employer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

_____	_____
Employee	Supervisor
_____	_____
Union Representative	Director

**ARTICLE XXIV - ANTI-DISCRIMINATION CLAUSE**

The Employer and the Union agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or sexual orientation.

The Township shall provide equality of opportunity, consideration and treatment of all members of the Union and will establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Township in all phases of the employment process. All Employees shall be treated fairly. All communication shall be conducted in a professional manner.

**ARTICLE XXV - NO STRIKE OR LOCKOUT**

**SECTION 1.** Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal, and refusal to provide full and complete services to the public is not in the best interests of the public or the Charter Township of Van Buren, it is agreed that there shall at no time be strikes, slow-downs, tie-ups of equipment, walk-outs or other deliberate withholding of services by members of the Union, or any practice other than normal enforcement activities for the purpose of influencing contract negotiations or grievance settlements, either individually

or collectively. Employees in violation of this section shall be subject to discipline up to and including discharge.

**SECTION 2.** In the event of any violation of Section 1 of this Article, the Union will send telegrams to affected employees advising them of the provisions of this Article.

**ARTICLE XXVI - SEVERABILITY**

In the event any provision of this agreement is for any reason held invalid or unenforceable by reason of any Federal or State Law, regulation or order now existing or hereinafter enacted or put into force, such invalidity or unenforceability shall not affect the remainder of this Agreement.

**ARTICLE XXVII - DURATION**

This Agreement, shall become effective upon its acceptance by the Union and Employer and shall remain in force until midnight, from January 1, 2014 to December 31, 2017 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60<sup>th</sup>) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. In the event that negotiations for any modifications or termination extend beyond the termination date of this Collective Bargaining Agreement, the mandatory terms and conditions of employment contained in this Collective Bargaining Agreement shall remain in full force and effect pending a new Collective Bargaining Agreement with the exception of provisions inconsistent with Michigan Law.

In witness whereof, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Police Officers  
Labor Council

Charter Township  
of Van Buren

## **LETTER OF UNDERSTANDING**

IT IS AGREED by and between the Charter Township of Van Buren (hereinafter referred to as "the Employer" and the Police Officers Labor Council (herein after referred to as "the Union") as follows:

The Parties agree that the Van Buren Township Board of trustees may create a position for a Public Safety Officer in the future. In that event, the position will be negotiated by the Parties.

A Member solely employed by the Police Department shall not be required to put on turnout gear regardless of their level of training until the Public Safety Officer Position is created by the Employer.