

**MASTER AGREEMENT**

By And Between

**CHARTER TOWNSHIP OF CHESTERFIELD**

And

**POLICE OFFICERS LABOR COUNCIL**

**PART-TIME FIREFIGHTERS**

January 1, 2023 through December 31, 2025

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## ARTICLE 1

### AGREEMENT

The general purposes of this Agreement are to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, Employees, and Union Police Officer Labor Council (POLC). The Parties recognize that the interest of the community depends upon the Employer's and Employees' success in establishing a proper service to the community. To these ends the Employer, the Employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all Employees.

Furthermore, this Agreement recognizes the need for a continued commitment by the Charter Township of Chesterfield to utilizing a combination of career and Part-time personnel in an efficient and effective manner; to preserving the resources of the community through fire prevention and suppression; to reducing the adverse effects of injury or sudden illness through quality emergency medical service as first responders; to providing the necessary services during natural or man-made disasters; and to responding to the community as requested in the best spirit of the fire service.

## ARTICLE 2

### RECOGNITION

- A. Under the provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, the Charter Township of Chesterfield recognizes the Police Officers Labor Council as the sole and exclusive collective bargaining representative for the Employees in the defined bargaining unit with respect to wages, hours of employment, and other conditions of employment.
- B. The bargaining unit shall consist of all Part-time Fire Fighters of the Chesterfield Township Fire Department, excluding Director of Public Safety, Fire Chief, and Secretary.
- C. The Township will not interfere with, discourage, restrain, or coerce bargaining unit members from engaging in any lawful activities therein. The Township will negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment and other working conditions.
- D. This contract shall not conflict with the Chesterfield Township Career Fire Department.
- E. Employees, while in uniform or as Chesterfield Fire Fighters, shall not engage in solicitation of Township residents or businesses for any purpose without the prior approval of the Director of Public Safety. The decision of the Director of Public Safety to allow or not allow shall be final and not subject to the grievance procedure.

### ARTICLE 3

#### MANAGEMENT RIGHTS

The Charter Township of Chesterfield on behalf of the Electors of Chesterfield Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and by the generality of the foregoing, the right:

- A. Of exclusive management and control of the governmental systems, its property, facility, operation and affairs.
- B. To hire Employees, determine their qualifications, dismissal, demotion, suspension or layoff; to determine the number and scheduling of all Employees; to promote or transfer all Employees; to determine the size of the work force; and to assign duties to, and direct all Employees.
- C. To determine those services, supplies and equipment which are necessary in providing its services; to determine all methods and means of distributing, disseminating its services, methods, scheduling, and standards of operations to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in the proceeding, including innovative programs and practices. Any contracting or subcontracting shall adhere to applicable inter-governmental transfer laws.
- D. To sub-contract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Fire Department. All other sub-contracting shall be subject to collective bargaining, except in no event shall the Employer sub-contract bargaining unit work, if a member is on layoff or it would cause a layoff.
- E. To determine the number and location or relocation of its facilities.
- F. To determine all financial practices and policies, including all accounting procedures and all other matters pertaining to the public relations of the Township of Chesterfield.
- G. To determine the size of the management organization, its function, authority, amount of supervision, and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Township of Chesterfield, the adoption of reasonable policies, rules, regulations and practices and furthermore, the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

## ARTICLE 4

### MANAGEMENT SECURITY

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

## ARTICLE 5

### UNION SECURITY

- A. On and after the thirty-first (31st) day following the beginning of employment or execution of this Agreement, whichever is later, any present or future Employees who are not a member of the Union and who have not made application for membership, shall as a condition of employment, pay to the Union, each month, a service fee equivalent to the amount of dues uniformly required of the Union.
- B. Employees who are members of the Union shall, as a matter of course, on and after thirty-one (31) days of employment, or execution date of this Agreement, whichever is later, as a condition of continued employment pay to the Union each month the dues which have been certified to the Employer by the Treasurer of the Labor Council.
- C. The Employer agrees to deduct the Union dues monthly from the Employee's pay after receiving an executed authorization form from the bargaining unit Employee. The amount to be deducted shall be certified to the Employer by the Executive Director of the Labor Council. The Employer shall forward such deductions to the Union, Police Officer's Labor Council, in a timely manner.
- D. It is further agreed between the Parties that in the event of litigation or claims against the Employer and/or the Union arising from this Article or any prior maintenance of membership provision of an Agreement between the Employer and the Union, that the Union shall defend, settle, or pay, such claims or judgments arising from litigation, holding the Employer harmless.
- E. In the event it is subsequently determined by a Court of competent jurisdiction that the Agency Shop fees are illegal, the Agency Shop provisions shall be re-negotiated by the Parties.

## ARTICLE 6

### SENIORITY AND PROBATION PERIOD

- A. Seniority shall not be affected by any protected class identified by Federal and/or State law.
- B. New Employees shall be considered probationary for the first three hundred and sixty-five (365) calendar days of their paid employment.
- C. The Union shall represent probationary Employees for the purpose of bargaining in respect to rates of pay, hours of employment, and working conditions.

- D. The Employer will keep the seniority list up to date and will provide the Union with a copy of said list from time to time.
- E. Seniority will commence from the first date of paid employment, as a Part-Time Fire Fighter.
- F. Length of service is a period of continuous and unbroken employment as a Part-time Fire Fighter dating from the most recent date of paid employment.

## ARTICLE 7

### LOSS OF SENIORITY

An Employee will lose seniority if:

- A. The Employee quits or resigns.
- B. The Employee is discharged.
- C. The Employee is absent for two (2) consecutive weeks without notifying the Employer. After such absence, the Fire Chief will send written notification to the Employee at his/her last known address that he/she has lost seniority and employment has been terminated, with a copy to the Human Resources Department.

## ARTICLE 8

### UNION BARGAINING COMMITTEE

- A. The bargaining committee for the Union will include not more than three (3) Employees of the Employer and no more than one (1) non-Employee representative of the Union. Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the name of all members of the bargaining committee to the Employer.
- B. There will be no discrimination against any Employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee.
- C. In the event that the negotiation meetings are held at the time when an Employee representative would normally be on duty, said Employee will be paid at his/her regular rate, but for only those hours that he/she would have normally been working.

## ARTICLE 9

### UNION ACTIVITIES

- A. One (1) Employee shall be designated by the Union to act as Chief Steward, one of the others as Alternate Steward, for the purpose of processing grievances. The alternate steward will only be used in the event the chief steward is not available.

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

If a problem occurs during a call, the Steward and Employee can stay on duty to discuss the matter with the officer in charge. The sole purpose of this is to clear up all problems as quickly and easily as we can.

- C. The Union shall provide a bulletin board 18" x 24" if necessary, for posting of notices set forth in Paragraph D. below, provided such notices are signed by a union steward. The Union will submit one (1) copy of said notice to the Director of Public Safety/Designee prior to being posted on the bulletin board. The Director of Public Safety/Designee will approve location of bulletin board. The steward is responsible to keep bulletin board neat and organized.
- D. Notices shall be restricted to the following types:
1. Notices of Union social and recreational events;
  2. Notices of Union elections, appointments and results thereof;
  3. Notices of Union meetings;
  4. Notices of union education classes, conferences or conventions.
  5. Correspondence from State or International Union.
- E. The Employer will allow monthly union meetings at Fire Station #3-33991, Twenty-Three Mile Road/Baker.

## ARTICLE 10

### GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any Employee having a grievance in connection with his/her employment must present it to the Fire Chief within ten (10) days after the date the Employee/union knew or should have known of the alleged violation. The Union may submit a class-action grievance provided it alleges the violation of a specific article or section in which the results would be the same for each Employee involved in the grievance. Grievances must be presented as follows:
1. STEP 1: VERBAL – FIRE CHIEF: The Employee or Union representative must first discuss the specific grievance with the Fire Chief. A Union Representative shall be present at this meeting; otherwise, the disputed issue(s) shall not be considered a formal grievance, as outlined in this Article. The Fire Chief shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the Employee and the Union Representative.



2. STEP 2: WRITTEN – HUMAN RESOURCES: If the grievance is not settled at the verbal step, a written grievance may be filed by the Union Representative with the Human Resources Department within ten (10) days after the Fire Chief's response at Step 1. The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the specific remedy. A meeting shall be held between the Parties within fifteen (15) days of receipt of the written grievance by the Human Resources Department to discuss the grievance. Within ten (10) days after the completion of the meeting, Human Resources shall give a written response.
3. STEP 3: GRIEVANCE APPEAL PROCESS: The Parties, if mutually agreeable, can utilize the services of a mediator provided through the Michigan Employment Relations Commission (MERC). While mediation is an attempt to resolve the grievance in a manner that is satisfactory to both Parties, such mediation shall not be binding on any of the Parties. At the conclusion of the mediation process, if the Parties do not resolve the grievance in writing, the Parties shall sign a joint written statement that the grievance is unresolved.
4. STEP 4: ARBITRATION: If the grievance is not satisfactorily settled at Step 2, the Union has twenty (20) days from the date of receipt of the Step 2 written statement to apply for arbitration with the Michigan Employment Relations Commission (MERC), or the Federal Mediation and Conciliation Service (FMCS), if it involves an alleged violation of a specific article and paragraph of the Agreement. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration. The Parties shall choose and agree upon an arbitrator by following the established process and procedures outlined by MERC and/or FMCS. The cost of arbitration shall be shared equally by the Parties.

C. Authority of the Arbitrator:

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

6. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
7. The fees and approved expenses of an arbitrator will be shared by both Parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an Employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such Employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.
2. Computation of Back Wages: All claims for back wages shall be reduced by any unemployment compensation received during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.
4. Nothing contained herein shall be intended to limit an Employee's right to discuss normal customary administrative situations with his/her immediate supervisor.
5. Nothing contained herein shall be deemed to limit the rights guaranteed by existing statutes or court decisions.
6. Time limits may be extended or shortened by mutual written consent of the Parties.
7. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
8. Records, reports and other information pertaining to a grievance which is requested by the Union shall be made available to the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

ARTICLE 11

WAGES AND CALL- OUT PAY

- A. All certification and licenses must be maintained at all times of employment.
- B. Employees will be paid on a bi-weekly basis for time worked.
- C. On emergency call out, Fire Fighters shall be paid for a minimum of two (2) hour's pay. Employees may leave prior to two hours provided the call has been terminated, all vehicles are returned to service and if released by an Officer. Employees who must leave prior to this will be paid for actual time

worked.

- D. Multiple calls will be paid as continuation of the original call out.
- E. If on Township time and being paid, that rate will continue during emergency calls.
- F. Employees, who appear in Court, or depositions for a job-related incident, shall be paid per hour for a period of two (2) hours minimum and return court fee to Township. Proof of time must be given to the Fire Chief.
- G. The Employer encourages Employees to seek and obtain EMT or MEDIC Licensure and will reimburse employees for such expenses upon successful completion of their program. Employees reimburses must continue employment for a minimum of two years following reimbursement or they will be responsible for repayment of the reimbursement to the Employer.
- H. Extended Service Bonus: A five hundred-dollar (\$500) payment for a completed year of service, based on the employee's anniversary date will be paid in January of each year. Payment will be in a lump sum with all applicable taxes withheld. To be eligible, an employee must successfully complete a year of service to receive the \$500 bonus for that year. For new hires, the first extended service bonus payment will be made the January following the employee's one (1) year anniversary date.

I. PAY RATE:

January 1, 2023: 3% Increase

- \$20.24 per hour-Training and shift work
- \$30.37 per hour-emergency call back

January 1, 2024: 3% Increase

- \$20.84 per hour-Training and shift work
- \$31.28 per hour-emergency call back

January 1, 2025: 3% Increase

- \$21.47 per hour-Training and shift work
- \$32.22 per hour-emergency call back

- J. Firefighters that have their EMS License (EMT, MEDIC and IC) through the State of Michigan or National Registry will be paid according to the list below:

EMT's	\$ 750.00
MEDIC's	\$ 1,000.00
IC's	\$ 1,250.00

The payments will be made to each Employee in July of each year.

## ARTICLE 12

### DEFERRED COMPENSATION PROGRAM

The Township will offer the MERS 457 Program to all PT firefighters. The Township will contribute, for every PT employee who works at least twelve (12) hours per pay period, \$62.50 per pay, up to an annual total not to exceed \$1,625.00. Employees may contribute any additional monies into the MERS 457, up to the annual maximum contribution amount defined by law.

For PT firefighters who have an existing 457 in an unsponsored, non-MERS account, will only receive the \$62.50 per pay into the MERS 457 program.

As an alternative, Employees may choose to participate in the Township approved MERS Defined Contribution Plan. The Township will contribute, for every PT employee who works at least twelve (12) hours per pay period, \$62.50 per pay, up to an annual total not to exceed \$1,625.00. Employees may contribute any additional monies into the MERS Defined Contribution Plan, up to the annual maximum contribution amount defined by law.

The Employer contribution will be for either the MERS 457 Plan or the MERS Defined Contribution Plan, not for both concurrently.

## ARTICLE 13

### SHIFT GUIDELINES

- A. The Director of Public Safety will determine when and how shift fill in for Part-time Fire Fighters is needed. When a POC shift fill-in occurs, it will be posted as available to all POC members. The Fire Chief will maintain an active POC fill in list, recording all hours offered, refused, and worked. The POC member with the least hours on that list will be granted first choice for the next available assignment.
- B. Part-time Fire Fighter Shift Guidelines:
1. Scheduled as needed.
  2. Minimum four (4) hours, up to twenty-four (24) hours.
  3. Uniform will be worn while working on shift.
  4. Department physical fitness guidelines apply to all scheduled fill-in shifts. Each Employee will be responsible for their scheduled hours and call in hours of work.

## ARTICLE 14

### HOLIDAYS AND HOLIDAY PAY

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

New Year's Eve Day  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

- B. If an Employee is required to work on a specified Holiday, they shall receive one and one half (1 ½) times the Employee's regular rate of pay for all hours worked.

#### ARTICLE 15

#### UNIFORMS

- A. The Employer shall provide uniforms as follows:

2 pair of pants  
2 long sleeve shirts  
1 tie  
2 name tag patches  
2 uniform badge patches  
1 jacket (EMS)  
1 pair of boots

Selection of the above listed items shall be within the sole discretion of the Director of Public Safety/Designee and each Employee shall be obligated to wear those items of initial uniform issue selected and approved by the Director of Public Safety/Designee. Such property shall remain the property of the Township. Additional items purchased by the employee may be reimbursed upon submission of receipts and with approval of the Fire Chief.

- B. The Employer shall provide Fire Fighting equipment for Fire Fighters as required by law. Selection of Fire Fighting equipment shall be within the sole discretion of the Director of Public Safety/Designee and each Fire Fighter shall be obligated to wear those items. Such property shall remain the property of the Township.
- C. Upon the Fire Fighter termination of employment with the Fire Department, he/she shall return all property of the Employer, and the Employee hereby agrees that his/her last paycheck shall be withheld until such time as the property is returned.
- D. Each Fire Fighter is responsible for all Fire Department equipment issued to them.

## ARTICLE 16

### TRAINING

If an Employee, upon pre-approval of the Fire Chief, takes training courses necessary to maintain certification and/or attends necessary training seminars, when those training classes were not made available through the department, the Township agrees to pay for such courses and/or seminars.

Employees shall submit a written request with documentation, for such reimbursement within thirty (30) days from completion of each course, to the Fire Chief.

Attendance for all scheduled Fire Department training is 100% mandatory. All mandatory training will be presented a minimum of three times, once each on full-time shifts A, B, and C. This will include one evening or weekend training session. Part-time members may attend any scheduled training session for the assigned subject.

#### Paramedic Training

Guidelines for reimbursement of paramedic training:

1. Employee must have successfully completed his/her probation period, as defined in Article 6.
2. Employee must have Michigan EMT License.
3. Upon completion of class, the employee must provide to the Director of Public Safety and/or Fire Chief, receipt of the Paramedic class paid in full, along with MDPH-EMS License as EMT-Paramedic.
4. One (1) year of employment - 25% reimbursement.
5. Two (2) years of employment - 50% reimbursement.
6. Three (3) plus years of employment - 100% reimbursement.

## ARTICLE 17

### WORKERS' COMPENSATION

Each Employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any Employee who becomes injured during the performance of the Employee's duties shall report the injury immediately to the Director of Public Safety/Designee and fill out forms provided by the Employer.

## ARTICLE 18

### REPAIR OR REPLACEMENT OF DAMAGED OR DESTROYED PROPERTY AND CLOTHING

- A. In his sole discretion, the Director of Public Safety/Designee may approve reimbursement up to two hundred dollars (\$200.00) for repair or replacement by the Employee for lost or damaged personal property while on firefighting duties. This would be less any amount recoverable by the Employee through any insurance policy. Under no circumstance will a claim be considered if loss or damage is incurred by reason of negligence or poor judgment by the Employee.

- B. The burden of proof of such damage or loss must be carried by the Employee. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Director of Public Safety/Designee.

## ARTICLE 19

### DUTY-RELATED LEGAL ACTION

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

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

- C. The Employer agrees to hold harmless and indemnify all Employees covered by the Collective Bargaining Agreement from all reasonable attorney fees, costs or expenses incurred as a result of criminal charges arising out of their employment (in accordance with Paragraph B of this Article).

The Employee shall be entitled to an attorney of his/her choosing for representation in criminal charges arising out of his/her employment. The Township shall reimburse the Employee for reasonable attorney's fees and costs in the defense of the criminal charge, if the Employee is found not guilty of the original charge or a lesser included offense or the charges are withdrawn or dismissed with prejudice.

## ARTICLE 20

### DRUG POLICY

In accord with the Parties desire to provide a drug free work place, the following standards and procedures are established: These standards and procedures may be altered, with notification, based on changes to State or Federal laws, NFPA and/or OSHA standards, or other requirements determined by advising medical control authority.

**A. REASONS FOR TESTING:**

1. The Employer's program includes the following:
  - a. Return to Work: Testing an Employee who has been off work for over thirty (30) calendar days.
  - b. As part of physical.
  - c. 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.
  - d. Follow-up: Testing as part of counseling or rehabilitation.
2. Orders for testing will come from the Immediate Supervisor. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
3. An Employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the Employer's service.

**B. TESTING PROCEDURE: Procedure shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.**

**1. Completion of Testing Form:**

- a. The Employee may be asked by the collection facility to furnish only such information in writing as is necessary to ensure the integrity of the specimen collected, including information verifying the identity of the Employee and, if possible, identifying any prescription or nonprescription medication or alcohol recently ingested by the Employee.
- b. A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be completed at the collection facility.
- c. A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the Employee on completion of the specimen collection procedure.

**2. Collection of the Sample/Specimen:**

- a. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluids will be supplied by the testing laboratory for urine collection. The Employee may reject any container he or she feels has been contaminated.
- b. Privacy Area: Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The Employee may choose to be witnessed by the facility representative of the same sex while submitting a specimen. If the Employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables and



firearms will be provided. The Employee shall be instructed to wash and dry his or her hands prior to submitting the required specimen.

The volume of the specimen must be at least sixty (60) milliliters for the screening test and confirmation test. The Employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen and a second specimen if requested. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

A second test may be requested only if the first specimen is suspect because of adulteration or not a genuine sample. The Employee will not be unreasonably delayed.

- c. Both the Employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected specimen shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper-proof tape by the collection site person and witnessed by the Employee being tested. After the specimen has been provided to site personnel, the individual shall be allowed to wash his or her hands. The label will be signed by the site person, and if so desired, by the Employee, with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed with plastic evidence tape.
- d. The sealed plastic bag containing the specimen storage container will be placed in a locked refrigerator utilized only for storage of specimens to be tested. A log book shall be kept of anyone who enters the refrigerator.

### 3. Laboratory Procedures:

- a. An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the collection facility, verify the integrity of the bag and transport the sealed plastic bag to the testing laboratory, where the date, time, name and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, on site, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.

The testing laboratory shall maintain a chain of custody record of any individual handling or testing an Employee's specimen.

#### b. Lab Test:

- i. The initial screening test will be of the RIA or EMIT type positive. If a result is obtained, a confirmation test will then be conducted.
- ii. A confirmation or follow-up test will be of the Gas Chromatography/mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.

iii. In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>
(1) Amphetamines	1000 ng/ml	500 ng/ml
(2) Barbiturates	300 ng/ml	200 ng/ml
(3) Cocaine Metabolite	300 ng/ml	150 ng/ml
(4) Marijuana Metabolite	100 ng/ml	15 ng/ml
(5) Opiates	300 ng/ml	300 ng/ml
(6) Phencyclidine (PCP)	25 ng/ml	25 ng/ml

The Union will be notified of any changes in cut-off levels which are set in accordance with levels determined by the Michigan Law Enforcement Training Council.

4. On Completion of all testing:

- a. A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one (1) week of the test. Upon request, the report shall be made available to the employee immediately after its receipt by the Employer.
  - (b) Negative specimens will be discarded. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years.
  - (c) If the test is positive, the Employee may request, and shall be furnished, the information available regarding:
    - (1) The type of test conducted;
    - (2) The results of the test; and
    - (3) The cut-off level of the methodology employed.

The Employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the sample be sent to another independent testing facility (following the same chain of custody and cut-off levels outlined in this policy) for retesting. If the subsequent test is positive, the cost would be borne by the requesting Employee. If, however, the subsequent test is negative, the Employer shall bear the cost of the second, independent test. The remaining preserved specimen will be frozen and properly secured in a long-term locked storage area for a period of two (2) years. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years. The chain of custody records will upon request be provided to employees testing positive.

5. Choice of Collection Facility and Testing Laboratory:

In the event the Employer wishes to change the current collection facility or testing laboratory, the procedures utilized in any subsequent collection facility or testing laboratory shall be as specified elsewhere in this Agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

6. Review Committee:

A Review Committee including the President of Union or a designated representative shall be formed by the Immediate Supervisor to review the Township's Drug Testing Program on an ongoing basis and to make recommendations to the Immediate Supervisor.

C. CONSEQUENCES OF VIOLATING THE EMPLOYER'S DRUG POLICY:

Disciplinary action will be initiated against any Employee found to be in violation of Township drug policy. The severity of the action chosen will depend on the specific offense, the Employee's work record, length of service and any available pertinent evidence.

The disciplinary action imposed shall be suspension, reassignment or a combination of such action or discharge. In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony charge, the Employee will be discharged. If the drug(s) involved could result in a misdemeanor charge, discipline less than discharge may be imposed for the first offense. If discipline less than discharge is imposed, mandatory periodic retesting will also be required.

D. CONFIDENTIALITY:

All records pertaining to the initiation and administration of this policy shall be strictly confidential by the Immediate Supervisor. Only those Township employees who have a need to know shall have access to any records or reports. All others must have the written permission of the Employee. Copies shall be made available to the Employee.

E. GRIEVANCE PROCEDURE:

Any disputes concerning the interpretation or application of this policy shall be subject to the grievance procedure. Grievances shall be initiated at Step Two within the grievance procedure as indicated in this Agreement.

F. HOLD HARMLESS PROVISION:

The Employer agrees to indemnify and save harmless the Union and its employees, from and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Employer or its agents. The Union agrees to indemnify and save harmless the Employer, and its agents, for and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Union, or its agents. Said indemnification shall take the form of the defense and payment of any judgments or settlements.

G. This article supersedes all other agreements regarding drug policies and testing.

ARTICLE 21

MISCELLANEOUS

A. There is no smoking in any fire department building or vehicles.

- B. It is agreed that commercial activities shall not be performed on or with Township property and/or at Township expense while on duty. This will include the use of department and/or personal cell phones and computers.
- C. Fire Department equipment is not for personal use.
- D. Employees shall notify Fire Department of any change of name, address, telephone number, marital status, and number of dependents, promptly, within five (5) calendar days after such change has been made. The Employer shall be entitled to rely upon the Employee's last name, address, telephone number, marital status, and number of dependents shown in its records for all purposes involving his/her employment and this Agreement.
- E. All Employees will notify the Fire Department in writing at least two (2) weeks prior to voluntarily terminating employment with the Township.
- F. Employees shall have the responsibility of turning in all Township property and equipment at termination of employment. The Employee shall be charged for all items not returned. The Fire Chief shall maintain a list of such property and equipment issued by the Township to the Employee.
- G. The Human Resources Department may require that Employees submit to physical examinations by Township appointed doctors when such tests and examinations are considered to be of value to the Fire Department in maintaining a capable work force, Employee health and safety, etc., provided however, that the Township will pay the cost of such tests and examinations. If an Employee fails to pass the examination as determined by the Township physician, the Employee will not be permitted to return to work until township physician releases the Employee. In case of conflicting medical opinions, the Township's physician and Employee's physician shall choose a third physician whose opinion will be final and conclusive. Such tests and examinations shall be administered in compliance with applicable state and federal regulations. Township doctors may require more tests and examinations.
- H. All Employees must be fit-tested for current S.C.B.A. and have no restriction on using department S.C.B.A. respirator. The Fire Department will administer fit test or, at its option, pay to have the testing done.
- I. Fire Fighters shall notify Township of all criminal convictions and pleas of responsible for any four (4) point driving infractions.
- J. Internal PT Firefighters will be given the opportunity to interview for internal FT Firefighter positions.

## ARTICLE 22

### SEVERABILITY

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

THIS AGREEMENT shall be effective January 1, 2023 and shall remain in force and effect to and including December 31, 2025. This agreement shall be automatically renewed from the previous year unless either party shall notify the other in writing not less than ninety (90) days prior to its expiration of their desire to modify, alter or terminate the agreement upon expiration.

ARTICLE 23

SCOPE OF AGREEMENT

The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE 24

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2025.
- B. If either Party wishes to terminate or modify this Agreement, said Party shall provide written notice to the other Party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above.
- C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

FOR THE UNION:

FOR THE TOWNSHIP:

\_\_\_\_\_  
Chet Kulesza, Labor Representative  
Police Officers Labor Council – PT Firefighters

\_\_\_\_\_  
Brad Kersten, Supervisor

\_\_\_\_\_  
Scott Pomaville, Bargaining Team Member  
Police Officers Labor Council – PT Firefighters

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

\_\_\_\_\_  
Steve Duchane, Deputy Supervisor/Director of Human Resources

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

