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AGREEMENT BETWEEN
VILLAGE OF CHELSEA
AND
POLICE OFFICERS LABOR COUNCIL
March 1, 1994 to February 28, 1997

Chelsea, Village of

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PREAMBLE

THIS AGREEMENT, entered into on this ____ day of _____, 1994, between the Village of Chelsea, Michigan, hereinafter referred to as the "Village", and the Police Officers Labor Council, hereinafter referred to as the "Union".

WHEREFORE, the parties recognize that the interests of the community and the job security of the employees depend upon the Village's success in establishing proper service to the public; and

WHEREAS, it is the desire of the parties to promote orderly and peaceful labor relations; and

WHEREAS, the parties recognize the Village has obligations to the citizens and the taxpayers to operate efficiently, economically and prudently, and too maintain adequate and uninterrupted service to the public; and

WHEREAS, the Village and Union have bargaining collectively in accordance with Act 379 of the Public Acts of 1965, as amended, and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the bargaining unit as defined herein; and

WHEREAS, the Village and the Union now desire to execute a written agreement which incorporates their agreements;

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I
RECOGNITION

SECTION A

The Village hereby recognizes the Union as the exclusive bargaining agent to the extent required under Act 379, for a unit consisting of:

ALL FULL-TIME SERGEANT(S), PATROL OFFICERS,
CLERK/DISPATCHERS AND DISPATCHERS; excluding the
Chief, part-time Police Department employees and
all other Village employees.

SECTION B

For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section A. Reference to the male gender shall include the female gender unless otherwise indicated.

For the purpose of this Agreement, the term "full-time" shall refer to all employees who are regularly scheduled to work at least thirty (30) hours per week. It is understood that this definition shall not affect the provisions of Article XX, Section A.

SECTION C

Pursuant to the Public Employment Relations Act, the Village hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all its employees in the appropriate unit set forth above, with respect to wages, hours and other terms and conditions of employment. The Village further agrees that it will not recognize, deal with, or enter into contractual relations, either written or oral, with any labor organization, agency, committee, or group in regard to wages, hours and other terms and conditions of employment, on behalf of any of its employees coming within the meaning of this Agreement at any time during the term of this Agreement; provided, that any individual employee at any time may present grievances to the Village and have said grievances adjusted, without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustments.

ARTICLE II
MANAGEMENT RIGHTS AND
RESPONSIBILITIES

SECTION A

The Village Council on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Village, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and layoff employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and to determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit, and to determine the number of supervisors; (i) to determine the qualifications and competency of employees to perform the available work; (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement. The Village reserves the foregoing rights except such as are specifically relinquished or modified by the specified terms of this Agreement.

SECTION B

It is agreed that the enumerations of management prerogatives in Section A shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the Village had prior to the signing of this Agreement are retained by the Village and remain within the rights of the Village, including, without limitation, all rights, powers and authority conferred upon and vested in it by the Village Charter, ordinances and present policies.

SECTION C

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Village policy, the operation of the Village and the direction of the employees are vested exclusively in the Village Council or in its designated representatives when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld.

SECTION D

It is further recognized that the Management of the Village has the right to establish reasonable rules, regulations, policies and procedures governing the discipline, duties and rules of conduct for the employees to follow, including rules and regulations relating to drug and alcohol testing; provided however, that it is expressly agreed that any drug and/or alcohol testing program that is instituted will not include random testing.

ARTICLE III NO STRIKE CLAUSE

SECTION A

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down or stay-in, concerted use of paid leave time, curtailment of work, restriction of work, or interference with the operations of the Village. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Village's operations during the life of this Agreement. The Union shall not cause, authorize, sanction, or condone, nor shall any member of the Union take part in, any picketing of the Village's buildings, offices, or premises because of a labor dispute with the Village; provided, however, this shall not be construed as restricting the Union's right to engage in lawful picketing in connection with any negotiations then in progress for a new collective bargaining agreement.

SECTION B

In the event of a strike, work stoppage, or other hinderance, the Union shall instruct the involved employees, in writing, that their conduct is in violation of the contract, and that they may be disciplined and instruct all such persons to immediately cease the offending conduct.

SECTION C

The Village shall have the right to discipline (including discharge) any employee who is responsible for, participates in, or gives leadership to any activities herein prohibited.

ARTICLE IV DUES CHECKOFF AND UNION SECURITY

SECTION A

It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union to the extent permitted by law. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of this Union's costs of negotiating and administering this Agreement as determined by the Union to the extent permitted by law. All new employees covered by this Agreement who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union to the extent permitted by law.

SECTION B

The representation fee referred to in Section A shall not exceed the regular monthly dues of the Union, nor shall it include any assessments or initiation fees. In the event any employee shall fail to either join the Union, or pay a lawful representation fee as provided above, and in the event regular monthly Union dues or lawful representation fees remain unpaid for a period of sixty (60) days following the date the same are due, the Union shall notify the Village Manager and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of receipt of notification, the Village shall terminate said employee. The Village will not discharge any dissenting employee(s) pursuant to this Section until it is satisfied that such discharge is constitutionally permissible.

SECTION C

For the convenience of the Union and its members, the Village shall deduct the regular monthly dues of the Union from the pay of those employees covered by this Agreement who elect to join the Union and authorize such deduction in writing. The Village shall deduct the representation fee referred to in Sections A and B from the pay of those employees covered by this Agreement who elect not to join the Union and authorize such deduction in writing. The forms of making written authorization for the deduction of monthly dues, or representation fees, shall be provided by the Union. The written authorization shall remain in full force and effect during the period of this Agreement unless revoked by written notice given to both the Union and the Village.

SECTION D

The Union shall notify the Village, in writing, of any changes in monthly Union dues and representation fees, certified by the Union as the uniform monthly dues required of the Union members or, in the case of representation fees, a legally-permitted fee. The Village will act in accordance with such written certification.

SECTION E

Remittance to Union. All sums deducted as Union dues or representation fees shall be remitted to the Police Officers Labor Council not later than the 15th day of the calendar month in which deductions are made. The Village shall not be liable to the Union for the remittance or payment of any sum other than constituting actual employee authorized deduction from those employees covered by this Agreement. Deductions shall be made only in accordance with the provisions of the written authorization(s) referred to in Section C, together with the provisions of this Agreement. The Village shall have no responsibility for the collection of initiation fees, assessments, or for monthly Union dues, representation fees or for any other deductions not in accordance with this Article.

SECTION F

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Village of the names of such employees following the end of each month in which the termination took place.

SECTION G

The Union shall indemnify, defend, and save the Village harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs,

court reporter fees and transcript, and unemployment compensation costs, if any, that may arise out of or by reason of action taken or not taken by the Village under this Article.

ARTICLE V REPRESENTATION

SECTION A

The Village recognizes the right of its employees to elect a Steward or Alternate to serve in the absence of the Steward for the purpose of handling contract grievances. The Steward (and Alternate) shall be regular seniority employees of the Village with at least one (1) year of service in the bargaining unit. The Village also recognizes the right of its employees to elect a bargaining committee.

SECTION B

The Union will immediately notify the Village in writing of the names of the Steward, Alternate, and members of its bargaining committee, and any changes of personnel in those positions. The Village will not recognize any Steward or Alternate until such notification has been provided.

SECTION C

Neither the Union nor any of its officers nor any Steward or Alternate shall advise or direct employees to disregard the orders or instructions of Management.

SECTION D

Grievances shall be handled at Step 1 of the Grievance Procedure promptly following the end of the shift unless the supervisor involved shall otherwise agree. Grievances shall be reduced to writing at Step 2 during non-working hours. Grievance meetings at Step 2 and Step 3 shall be handled during normal business hours of the Village, unless otherwise agreed. No Union activity, except as provided above in the case of grievance processing, shall be conducted on Village premises during scheduled working time; provided that an employee who has a grievance will be allowed to discuss the grievance with his Steward during working time for a reasonable period not to exceed ten (10) minutes if the meeting does not interfere with police operations.

SECTION E

Time off from work on a normally scheduled shift not to exceed three (3) days per year will be permitted for a Steward or

Alternate in the event of any Police Officer Labor Council schooling for stewards. Stewards must apply for such leave at least two (2) weeks before school starts and furnish evidence of schooling and attendance.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION A

A grievance is a claim based upon an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following procedure.

SECTION B

The Grievance Procedure shall be as follows:

STEP ONE: An employee who has a grievance shall, within five (5) working days of the time the grievance arises, or when he should have reasonably known he had a grievance, discuss the grievance with the Chief of Police with or without the presence of his Steward.

The employee shall have the right to discuss the grievance with his Steward before any discussion takes place with the Chief. The Chief shall also be afforded reasonable time to discuss the grievance with the Steward.

STEP TWO: If the grievance is not resolved in Step 1, the employee shall report the grievance to his Steward as soon as possible if he has not already done so. The grievance shall then be reduced to writing and presented to the Chief of Police within five (5) working days of the Step 1 meeting. It shall: name the employee(s) involved, state the facts giving rise to the grievance, identify all of the provisions of the Agreement allegedly violated, state the contentions of the Union with respect to these provisions, state the date and any witnesses to the grievance, state the relief requested by the Union, and be signed by the Steward.

The Chief of Police shall answer the written grievance within five (5) working days or he shall arrange a meeting with the grievant and the Steward. If a Step 2 meeting is held, the Village shall answer the grievance in writing no later than five (5) working days after the meeting, with a copy to the Steward.

STEP THREE: If the grievance is not resolved in Step 2, the Union may, within ten (10) working days after the answer in Step 2, submit a written appeal to the Village Manager and request a

meeting between the Union Representative(s) and representatives of the Village in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days. Additional time may be allowed by mutual written agreement of the Village and the Union. The Village Manager shall answer the grievance appeal within ten (10) working days of the Step 3 meeting.

SECTION C

Time Limits. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the Union within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by mutual written agreement, in which case the new date shall prevail. Any grievance not answered by the Village within the applicable time periods shall be automatically referred to the next Step.

For purposes of this Article and Article VII, "working days" shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION D

The Village shall not be required to pay back wages or benefits prior to twenty (20) days prior to the date a written grievance is filed. In addition:

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other earned compensation that he may have received from any source during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a "class action" grievance.

SECTION E

Any class action grievance which has not been fully processed prior to the termination date of this Agreement and any grievance of any kind occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be a proper subject for negotiations. Unless otherwise agreed in writing, any such grievances and any grievances which arose prior to the effective date of this Agreement shall not be processed.

SECTION F

Any agreement reached between Management and the Union Representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION G

If an employee at any time pursues any claim or complaint involved under the Grievance Procedure before another forum established by law, such election will bar any further or subsequent proceedings for relief under the Grievance Procedure or arbitration.

SECTION H

Disciplinary action involving a seniority employee, up to and including discharge, shall be a proper subject for the Grievance Procedure. Grievances involving suspensions or discharges shall be submitted at Step 2 of the Procedure.

SECTION I

A grievance involving a statutory right, e.g., race, age and sex discrimination, shall be a proper subject for the Grievance Procedure up to, but excluding, arbitration.

ARTICLE VII ARBITRATION

SECTION A

If a grievance is not resolved in Step 3 of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of this Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Village Manager or Union Steward, as the case may be, ten (10) days after receipt of the Village's answer in step 3. The written notice shall identify the issue involved, and the relief requested. If no such notice is given within the ten (10) day period, or if the matter is not subject to arbitration, the Village's answer shall be final and binding on the Union, the employee(s) involved, and the Village.

SECTION B

Following receipt of the notice to arbitrate, the Union and the Village will confer to see if a mutually agreeable Arbitrator can be selected. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, either the

Union or the Village may, within the next five (5) working days only, apply in writing to the Federal Mediation and Conciliation Service for appointment of an Arbitrator under its rules, with a copy to the other side. Upon receipt of a list of arbitrators the parties shall alternately strike names until only one name remains, who shall be designated by the parties to hear the case.

SECTION C

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator shall proceed to decide such issue (including giving both sides the opportunity to file post-hearing briefs) before considering the merits of the grievance; provided the Arbitrator may decide, in his sole discretion, to take evidence on the merits while an arbitrability question is pending. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties, and shall not render a decision on the merits. The above procedure will not necessarily result in a split hearing.

SECTION D

Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wages except as provided in the Agreement.

He shall have no power to change any practice, policy, or rule of the Village, nor to substitute his judgment for that of the Village unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the Village has violated the express Articles and Sections of this Agreement.

It is further specifically understood that the Arbitrator shall have no power to substitute his discretion for that of the Village in cases where Village is given discretion by this Agreement.

SECTION E

At the time of the arbitration hearing, both the Village and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Village or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the Village and the Union having an opportunity

to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Village and the Union a reasonable opportunity to furnish briefs.

SECTION F

The fee of the Arbitrator, his travel expense, and the cost of any room or facilities and expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. All filing fees of the Federal Mediation and Conciliation Services shall be paid by the party filing for arbitration.

SECTION G

The Arbitrator's decision, when made in accordance with his jurisdiction and authority, established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Village.

ARTICLE VIII DISCIPLINE AND DISCHARGE

SECTION A

The Village shall retain the right to establish, change, amend, and enforce reasonable rules for employees to follow, and it shall have the right to discipline, discharge, and demote employees who violate these rules.

SECTION B

After completion of the probationary period, no employee shall be disciplined or discharged without cause. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct set forth in the Personnel Rules of the Village and the Department rules; failure to abide by the contract; inefficiency; excessive absenteeism or tardiness; failure to take a medical examination; dishonesty or theft; insubordination; overt discourtesy to supervisors, visitors, or other Village employees; gross neglect of duty; failure to observe work rules, including rules in regard to dress and appearance; falsification of employment application or other records; conduct unbecoming an employee of the Village; failure to follow instructions of supervision; or assumption of supervisory authority.

SECTION C

Disciplinary Procedures:

1. The employee shall have the right to have a Union Representative appear with him at every stage of the disciplinary process or, if the Union Representative is not immediately available, the employee will be given a reasonable opportunity to contact the Union Representative and make arrangements to have him be present; provided, this does not apply to immediate suspensions.

2. Before any final disciplinary action is taken against a seniority employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to the Supervisor who is rendering such discipline; provided, this does not apply to immediate suspensions.

3. The charges which gave rise to such disciplinary action shall be reduced to writing by the Supervisor who disciplined the employee and copies shall be furnished to the Steward and the employee. The Union will receive notice of the final disposition of any disciplinary action.

4. Written notice shall be given to the Union by the Village of disciplinary action which results in suspension or discharge within five (5) days, excluding Sundays and holidays.

5. All charges brought against seniority employees must be brought within twenty-one (21) days from the date of the occurrence giving rise to the disciplinary action or completion of the investigation, whichever is later.

SECTION D

Criminal Charges or Complaints.

Whenever any complaint or charge shall be brought against any employee under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under State or Federal law, or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining of statements in connection with said complaint:

1. The employee shall be given a general summary of the complaints against him.

2. Before he is interrogated or required to make any statements, he shall be allowed the opportunity to obtain the advice of counsel.

3. Any order to make a statement shall be a written order.

4. The order to make a statement and the statement itself shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.

5. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

ARTICLE IX
VISITS BY UNION REPRESENTATIVE

The Field Representative of the Union shall have reasonable access to the Village's premises where unit employees work for the purpose of adjusting grievances and representing members of the Union, at any time during working hours; providing that contact is first made with the Village Manager, and that the visit does not interrupt the normal work of the Department.

ARTICLE X
SPECIAL CONFERENCES

Special conferences for important matters shall be arranged between the Union and the Village upon the mutual agreement of the parties. Such meetings shall be between two (2) representatives of the Village and two (2) representatives of the Union. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda. The employee Union representative(s) shall not lose time or pay for time spent in such special conference. If the meeting is to be attended by a Field Representative of the Police Officers Labor Council, the Village shall be so notified at the time the conference is requested.

ARTICLE XI
SENIORITY

SECTION A

It is understood that employees are subject to a probationary period of twelve (12) consecutive months of regular full-time employment, after completion of required schooling, during which time the Village shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without recourse to the Grievance Procedure.

When a full-time employee completes the probationary period, the employee shall be entered on the seniority list and his seniority shall date from his last permanent date of hire.

SECTION B

There shall be no seniority among probationary employees. In the event a probationary employee is laid off, the Village shall have no obligation to rehire him; and if he is rehired, he shall be treated for all purposes as a new employee.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article I of this Agreement.

SECTION C

Upon the signing of this Agreement, the Village and the Union shall initial an up-to-date seniority list showing names, dates of hire and classifications. The Village shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. The Village shall continue to furnish the Union with an up-to-date seniority list every year upon written request.

SECTION D

An employee shall be terminated and lose his length of service rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of twenty-four (24) months or length of his service, whichever is less.
4. Fails to report for work within ten (10) working days following recall from layoff.
5. Is absent without a reasonable excuse for three (3) consecutive working days and without notice to the Village within three (3) days, unless failure to notify is a result of a physical impossibility.
6. Fails to return from a leave of absence, vacation, or sick leave at the designated time, unless the employee has a reasonable excuse acceptable to the Village.
7. Retires.

SECTION E

It shall be the responsibility of each employee to notify the Village of any change of address or telephone number immediately upon such change. The employee's address and telephone number as it appears on the Village's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the Village and will be kept confidential.

SECTION F

If a seniority employee is transferred to a position under the Employer, not included in the unit, he shall continue to accumulate seniority for a period of six (6) months and have a right to return to his former position within that six (6) month period.

If a seniority employee is transferred to a position under the Employer, not included in the unit, and is thereafter transferred again to a position within the unit by the Village, he shall not accumulate seniority while working the position to which he was transferred for longer than six (6) months from the date of transfer.

An employee without seniority who transfers into the bargaining unit will be treated as a new employee for purposes of this Article, provided that the Village will have the right to give the employee credit for prior service outside of the bargaining unit for fringe benefit purposes.

It is understood that the Village reserves the right to transfer the Chief of Police into the bargaining unit as a Sergeant, provided that such transfer shall not result in the demotion of the Sergeant with the highest classification seniority. For purposes of this Agreement, it is further understood that "seniority" shall include all past service for the Village as a full-time Patrol Officer, Sergeant, Clerk-Dispatcher or Dispatcher. In addition, it is understood that "classification seniority" as a Patrol Officer shall include service as a full-time Sergeant, and that "classification seniority" as a Dispatcher shall include service as a full-time Clerk-Dispatcher.

ARTICLE XII
LAYOFF AND RECALL

SECTION A

Employees shall be laid off by the Village in the following manner:

1. Temporary and seasonal employees in the affected classification shall be laid off first.
2. Part-time and probationary employees shall then be laid off next in any manner determined by the Village.
3. Regular seniority employees shall then be laid off in reverse order of length of service in the affected classification, provided the remaining employees can do the available work, and provided further that full-time seniority employees may be rescheduled to provide the necessary coverage.

It is understood that this Section shall not restrict, in any way, the Village's right to determine the size of its full-time work force and to increase or decrease its size, and to schedule the work days and hours of work of full-time employees.

SECTION B

Recall from layoff of seniority employees shall be in reverse order of layoff, providing the employee has the necessary qualifications and can do the work required. The Village has no obligation to recall laid off part-time or probationary employees. Upon recall, an employee may be required to take a physical examination by a doctor designated by the Village if said employee has been on layoff for a period of sixty (60) days or more. Notice of recall shall be sent to the employee's last known address by registered or certified mail or telegram.

ARTICLE XIII
NEW OR CHANGED JOBS

SECTION A

While the Village reserves the right to consolidate or eliminate jobs or positions within the bargaining unit, it agrees that no such action shall take place until a special conference is held with the Union.

SECTION B

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing and the rate covering the new classification shall be subject to negotiations between the parties. The Union must request such negotiations within ten (10) days following the date of notification; otherwise, the temporary rate established for the new classification by the Village will become permanent. If a new rate is agreed upon, it shall be applied to the first day the employee begins work on the job unless otherwise agreed to.

SECTION C

All newly created positions or classifications within the bargaining unit shall be posted for a period of seven (7) working days setting forth the requirements of that position.

In filling the position, the Supervisor shall consider length of service and qualifications (i.e., ability to perform the work, prior experience and work record, and educational background and training). If qualifications are determined to be relatively equal in the opinion of the Supervisor, length of service shall govern.

An employee shall serve a twenty-four (24) work week trial period, during which time he may be returned to his former classification by the direction of the Chief of Police. In addition, during the first eight (8) work weeks of the trial period only, the employee may exercise the option to return to his former classification. During such trial period, the employee will receive the wage rate for the job he is performing.

ARTICLE XIV BULLETIN BOARD

SECTION A

The Village shall provide the Union with a bulletin board for posting of notices set forth in Section B below, provided such notices are initialed by the Union Steward. The Union will submit one (1) copy of said notice to the Chief of Police prior to it being posted on the bulletin board.

SECTION B

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. Items for sale owned by employees.

SECTION C

The bulletin board shall not be used by the Union or its members for disseminating political matter of any kind whatsoever.

ARTICLE XV SAFETY AND WELFARE

SECTION A

The Village, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide law enforcement assistance to the citizens of Chelsea. Bearing this in mind, the Village shall always consider the personal safety of the employees in establishing operational procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the Village shall cooperate in enforcing all such measures.

SECTION B

The employees shall use and make every effort to preserve the devices and equipment provided for their safety.

SECTION C

An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing of forms furnished by the Village and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action, unless such failure is reasonable under the circumstances.

SECTION D

It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment or unsafe conditions to his immediate supervisor. Such reports shall be made on a suitable form furnished by the Village and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Chief of Police.

SECTION E

An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for that whole shift.

SECTION F

The Employer shall not require that any employee operate in the line of duty a vehicle reported to be not in safe operating condition. It shall not be a violation of this Agreement to refuse to operate such equipment unless said refusal is unjustified. Proper operating condition of said vehicle will be determined by a certified mechanic.

SECTION G

Employees shall continue to be furnished with lockers and the Village shall continue to provide the necessary devices and equipment to insure reasonable comfort and safety for its employees.

SECTION H

In the interest of employee safety, the Village will continue to supply rubber gloves for the use of employees in Department vehicles and at the station.

ARTICLE XVI SICK LEAVE

SECTION A

Sick leave with pay shall be earned by regular, full-time employees at the rate of one work day for each completed month of service. For purposes of this Section, an employee who works at least five (5) days in the month will be considered to have completed a month of service and qualify for a day of sick leave. The base date for accrual of sick leave for new employees will be the first day of the month following date of hire, provided the

employee has been employed for at least fifteen (15) days. Except as provided in Section F, sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of actual need due to the personal illness or disability of the employee.

SECTION B

A certificate from a physician may be required as evidence of illness or disability before such leave is paid, and shall be mandatory if the illness or disability extends beyond three (3) working days.

SECTION C

Abuse of sick leave privileges will be cause for discipline. In cases of suspected abuse of sick leave privileges, a certificate of illness or disability from a Village-approved physician may be required.

SECTION D

Unused sick leave may be accumulated up to a maximum of ninety (90) days. An employee who has accumulated more than the maximum of ninety (90) sick days shall be paid by a separate check at the end of each subsequent calendar year, one-half ($\frac{1}{2}$) of the unused sick leave above the ninety (90) day accumulation limit and the remaining one-half ($\frac{1}{2}$) shall not be added to the accumulated bank nor be compensated for in any way. Such payment will be made on the first pay period following January 15.

Upon retirement, but not termination, an employee shall be paid for one-half ($\frac{1}{2}$) of his accumulated sick days at his current rate of pay.

SECTION E

The purpose of sick leave is to insure an employee's income during time periods when the employee is unable to work due to illness or injury. Therefore, on termination of employment, all benefits under this Section are null and void and the employee will not be reimbursed for any accumulated sick leave.

SECTION F

An employee may use his accrued sick leave for personal reasons a maximum of three (3) days each calendar year, using one (1) day each time, with prior notification to and approval by the Chief of Police. If an employee so elects, accrued vacation leave and compensatory time off (if any) may be used for sick leave, after sick leave is exhausted.

SECTION G

Employees injured on any gainful employment outside of Village employment, shall not be eligible for sick leave for absences arising out of such injury; nor shall they receive any Workers' Compensation benefits from the Village.

ARTICLE XVII LEAVES OF ABSENCE

SECTION A

The Village may grant a personal leave of absence other than covered herein without pay to seniority employees for periods up to thirty (30) days. A written request for such leave must be submitted to the Chief of Police or his designated representative and approved by the Village Manager, in writing, prior to the start of the leave.

SECTION B

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

SECTION C

A seniority employee who is unable to perform his assigned duties because of personal illness or disability and has exhausted all of his accumulated sick leave, shall, at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability, for up to six (6) months. A written request for such leave must be submitted to the Chief of Police prior to the start of the leave, except in cases where an employee is placed on an unrequested leave of absence by the Village. The Village reserves the right to require employees on active, or leave, status to submit to physical and mental tests and examinations to determine whether a leave of absence is warranted. In cases where a dispute exists between the employee's physician and the Village's physician regarding an employee's fitness for duty, the parties will select a third physician to resolve the dispute. The cost of any examination by the third physician shall be shared equally by the Village and the employee (either by direct payment or through a payroll deduction plan).

At least fourteen (14) days prior to the expiration of the leave, the employee shall notify the Village in writing of his intent to return to work accompanied by a written statement from

his physician certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Seniority shall accumulate during such leave.

SECTION D

A seniority employee who becomes pregnant will be granted a health leave of absence at any time during her pregnancy upon the written recommendation of her physician if the employee is unable to satisfactorily perform her assigned duties. A written request for such leave must be submitted as soon as possible, but the employee may work during pregnancy with the approval of her physician if she is able to satisfactorily perform her assigned duties. The employee shall be obligated to notify the Village Manager as soon as possible if she is advised by her physician that she cannot continue to perform her assigned duties without danger to herself or her expected child.

Within a reasonable time after delivery, the employee shall give the Village Manager a written notice of her intent to return to work, accompanied by a written statement from her physician certifying the physical fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her and she can perform the available work. The application of this Section shall not be inconsistent with any federal or state law.

An employee who has recently become a parent by reason of birth or adoption shall be entitled to a leave not to extend beyond eight (8) months after delivery of the child, without pay, upon request for the purpose of child rearing, providing the request is made within sixty (60) days of the birth or adoption.

SECTION E

All leaves shall be in writing signed by the Village Manager and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION F

An employee taking leave without pay shall have all fringe benefits frozen as of the start of the leave, provided, however, for an employee on illness or disability leave under Section C, the Village shall continue paying its portion of the premium on the employee's group health and life insurance policies provided in this Agreement for one (1) month for each year of the employee's seniority up to a maximum of six (6) months. For an employee on a

personal leave under Section A, he may have the group health and life insurance continued by paying the cost of said premiums to the Village in advance.

SECTION G

The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the Village.

SECTION H

An employee on a leave of absence shall not obtain other employment except with the specific prior written approval of the Village Manager. Failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employment for the involved employee.

SECTION I

Upon approval of the Chief of Police and following the concurrence of such approval by the Village Manager, any employee of the Police Department holding a union office will be granted a leave of absence without pay. Such leave of absence shall not exceed one year's duration. If granted, and if, in the opinion of the Chief of Police, such a vacancy is proving to be a hardship to the operation of the Police Department, the absent member shall be notified that his return to work is desired. If such return to work cannot be arranged within a reasonable period of time, the Police Chief shall request a cancellation of the leave of absence from the Village Manager.

SECTION J

If an employee is required to serve on a jury, he will be excused from his regular duties on the day he is required to, and does appear, in court. The Village will pay such employee for time actually lost from his work hours, less his jury fee received for such days. He is expected to work on scheduled hours when his attendance in court is not necessary.

SECTION K

In the event of death in the immediate family, a seniority employee shall, upon request, be granted a leave of absence with pay for up to three (3) work days, one of which shall be the day of the funeral, for attending the funeral and making other necessary arrangements. If requested by the Village, the employee must present proof of death to be eligible for pay. For purposes of this Section, immediate family shall mean mother, father, sister, brother, husband, wife, child or step-child, grandparent, mother-in-law, or father-in-law. When circumstances warrant it, a funeral

leave may be extended by an unpaid personal leave or use of vacation or sick time, if approved in advance by the Village. Such a request for an extension of funeral leave shall not be denied for arbitrary or capricious reasons.

ARTICLE XVIII
DEPARTMENTAL TRAINING AND EDUCATION

SECTION A

The Department shall post available schools and/or training programs and employees interested in such programs shall notify the Department in writing.

SECTION B

If an employee is required by the Department to provide his own transportation by private vehicle for such training or education classes, the Village will provide replacement fuel for the employee's vehicle furnished at the Village garage, when possible.

SECTION C

Employees ordered to attend schools or training sessions, not on the Employer's premises, on their days off or on their own time shall receive time and one-half (1-½) for all hours spend at schools or training.

SECTION D

Employees sent to schools or seminars at the Village's expense will be done at the Chief's discretion.

SECTION E

It being recognized that the professional development of the Sergeant is in the best interests of the Village, it is agreed that the Sergeant shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator and to that end, the following is agreed upon:

1. That the Sergeant shall participate in professional development activities, provided such participation does not consume a disproportionate amount of time and contribute to a failure or lack of opportunity on the part of the Sergeant to discharge his duties as determined by the Chief of Police.

2. That the Village shall budget and pay for travel and some subsistence expenses of the Sergeant for short courses, institutes and seminars that are necessary for his professional development and are in the best interests of the Village as determined by the Chief of Police.
3. That the Village shall budget and pay for professional dues and subscriptions of the Sergeant reasonably related to the professional growth, development, education and training of the Sergeant as determined by the Chief of Police.

ARTICLE XIX
WORKERS' COMPENSATION

SECTION A

Employees injured in the course of their employment with the Village that are compensable under the Workers' Compensation Law will be permitted to receive full pay for the first six (6) months following the day of injury without loss of accumulated sick leave. After the first six (6) months have passed, employees desiring full pay will surrender an amount of their accrued sick leave time equal to the difference between the Workers' Compensation check and the amount of their normal pay to be eligible. All workers' compensation checks received by the employee during the period that the Village is continuing to provide full pay must be surrendered to the Village to be eligible for this benefit. Employees who use up their entire accumulation of sick leave pay may draw upon their accumulated vacation time. On expiration of all leave time, employees will retain their compensation checks and will be carried on as leave without pay. The Village will continue to pay its share of the employee's Group Health and Life Insurance premiums for up to two (2) years while the employee is on a Workers' Compensation disability leave.

ARTICLE XX
HOURS OF WORK AND OVERTIME

SECTION A

The normal work period shall consist of five (5) work days per week; and the normal work day shall consist of eight (8) hours, including lunch and break periods.

The foregoing provisions shall in no way be considered as a guarantee by the Village of the amount of work in any day or period. Coffee breaks shall continue as in the past.

SECTION B

The Village reserves the right to schedule the days and hours of work and to change reporting hours to meet the needs of the Village.

In accordance with past practice, shifts for full-time patrol officers and dispatchers will be rotated every three (3) months. Unless at least two (2) weeks' advance notice is given by the Chief of Police, shifts will normally be rotated in a regular sequence. However, the Village will continue to have the right to make changes in employee schedules, based upon departmental needs as determined by the Chief of Police.

Patrol officers who for personal reasons desire to trade shift duties with another employee may do so with the approval of the Chief of Police, provided there is no increase in the amount of overtime that must be paid.

SECTION C

The Chief of Police will give at least one (1) month's advance notice regarding the posting of the new schedule or tentative schedule, which will be of three (3) months duration or less under normal circumstances. Personnel desiring consideration in the preparation of the schedule must file their requests with the Chief of Police at least two (2) weeks prior to the anticipated first day of the next schedule. The new schedule will be posted at least one (1) week prior to the commencement of the first day of the schedule.

Schedules will be prepared by the Chief of Police with consideration of the desires of the employees concerned, classification seniority, the efficient operations of the Department and the availability of relief personnel.

SECTION D

Overtime will be paid at one and one-half (1-½) times the employee's hourly rate of pay for all work performed in excess of eight (8) hours in a work day or forty (40) hours during the work week. Sick leave and funeral leave will not be considered hours worked for purposes of computing overtime; provided, however, that the exclusion regarding sick leave will not apply if the employee is called in as a replacement for a regularly scheduled employee. Holidays will be considered hours worked for purposes of computing overtime.

SECTION E

Employees who are called into work at times other than their regularly scheduled hours will receive a minimum of two (2) hours

call-in pay at one and one-half (1-½) times their regular straight time rate, provided it is understood that they may be required to work the entire two (2) hour period.

Employees who are required to make off-duty court appearances shall receive a minimum of two (2) hours court pay at one and one-half (1-½) times their regular straight time rate.

When a dispatcher has been temporarily transferred to the clerk-dispatcher position by the Chief of Police for a period of four (4) or more hours, he shall be paid at the higher rate for all hours worked in the higher classification.

SECTION F

The Village shall continue to have the right to utilize part-time patrol officers, clerk-dispatchers and dispatchers to perform any available overtime work, provided the part-time employee does not exceed thirty (30) hours of work for the week.

In the event it becomes necessary to require full-time employees to perform overtime work, the Village shall request volunteers on a rotating basis. If sufficient volunteers are not obtained, the Village shall have the right to make up any shortages by requiring the shift that is on duty to hold over for up to four (4) hours and the next shift to report up to four (4) hours early.

In an attempt to equalize overtime opportunities among the employees in each classification, the Village will continue to follow the procedures being used at the present time for offering overtime work to volunteers and recording the amount of overtime worked or charged to employees, unless such procedures are modified by mutual agreement of the parties. The overtime list(s) will be available for inspection by all employees.

The procedure outlined herein shall not prevent the Village from exercising discretion in selecting officers for special assignments.

SECTION G

There shall be no duplicating or pyramiding of overtime.

SECTION H

Wage rates are shown in Appendix "A" attached to this Agreement.

SECTION I

In the event of overpayment of wages and fringe benefits, it is agreed that pursuant to 1978 PA 390 (Payment of Wages Act) the

Village may make payroll deductions to recover the amount of the overpayment without prior written authorization from the affected employee provided the Village notifies the employee in advance. On request, the Village will meet with the employee and a Steward or other Union representative to discuss alternative repayment plans.

SECTION J

In lieu of overtime pay, employees may earn and be allowed compensatory time off, provided that employees may not accrue more than forty-five (45) hours of compensatory time off (i.e. thirty (30) hours of overtime computed at time and one-half). Any accrued compensatory time off which is not used before February 1st of a given year will be paid off the following pay period at the employee's regular rate of pay at that time.

ARTICLE XXI INSURANCE

SECTION A

For the duration of this Agreement, and subject to the provisions below, the Village agrees to pay the premiums to provide Blue Preferred Trust 15 Plus 15, MMCPOV (paid office visit rider), with Master Medical Option I (\$100/\$200, 80/20 co-pay) group P.P.O. coverage or Care Choices Plan 250 group H.M.O. coverage for all full-time employees with three (3) months or more of service, who are not otherwise covered by another substantially equivalent group medical hospitalization insurance or H.M.O. plan paid by the Village or another employer, and who enroll in the plan as provided in Section C below.

In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the Village. If an employee is no longer eligible for outside coverage due to unforeseen circumstances, he will be immediately eligible for Village-paid group medical hospitalization insurance or H.M.O. coverage; provided the employee must present acceptable proof that outside coverage is no longer available, if the Village Manager so requests.

Eligible employees will have the option of selecting Blue Preferred Trust P.P.O. coverage, Care Choices H.M.O. coverage or no health care coverage. If the premiums for either the Blue Preferred Trust P.P.O. coverage or the Care Choices H.M.O. coverage exceed the premium levels for the most expensive health care coverage offered by the village in 1991, the difference between the premiums for the selected coverage and the initial premium levels of the most expensive carrier/provider will be shared equally by the Village and the involved employee. The employee's share of the

premiums will be deducted from his pay via monthly payroll deduction.

Any eligible employee who elects coverage from the least expensive carrier/provider will be paid fifty percent (50%) of the difference between the Village's share of the premiums of the more expensive carrier/provider and the Village's share of the premiums of the least expensive carrier/provider, in a lump sum cash payment made at the close of the ratings period.

Any eligible employee who does not elect Village-paid health care coverage will receive a cash payment of \$500 per year, to be made at the close of the ratings period. Pro-rated payments will be made to employees who do not work (or were not eligible for Village-paid health care coverage) for the entire ratings period or who discontinue their health care coverage during the ratings period.

SECTION B

For the duration of this Agreement, the Village agrees to pay the premiums to provide \$40,000 group term life insurance, and a like amount of accidental death and dismemberment insurance, for all full-time employees who enroll in the plan, effective on the first of the month following commencement of full-time employment.

SECTION C

For an eligible employee to obtain health care coverage, the employee must enroll in the plan during the first three (3) months of the employee's employment, or the employee may become insured during the annual open-enrollment period. If permitted by the carrier/provider, an eligible employee shall have the option of paying health care premiums to obtain coverage for the period before the Village is obligated to begin paying the premiums.

If away from work due to non-duty disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION D

The health and life insurance coverage listed above shall be discontinued on the day the employee's services are terminated or at the end of the month if he is laid off or going on any leave of absence, unless the employee makes arrangements to have such coverage continued as provided for elsewhere in this Agreement.

SECTION E

For the duration of this Agreement, the Village agrees to pay the premiums to provide the current disability insurance for all full-time employees with six (6) months or more of service who enroll in the plan. The disability plan provides for payment of sixty percent (60%) of an employee's monthly earnings with a maximum of \$1,500 for non-work related illness or injury commencing ninety (90) days from the date of disability.

SECTION F

For the duration of this Agreement, the Village agrees to pay the premiums to provide false arrest insurance for patrol officers.

SECTION G

For the duration of this Agreement, the Village agrees to pay the premiums to provide a dental plan for all full-time employees with six (6) months or more of service who enroll in the plan. The dental plan covers Class I, II and III services on a fifty percent (50%) percent co-pay basis with an annual dollar limit of \$1000 per person as outlined in the agreement with the carrier.

SECTION H

Eligibility, coverage and benefits under the above insurance/employee benefit plans are subject to the availability of such plans and coverage and the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Village and the carrier/provider. Any rebates or refunds on premiums paid by the Village shall accrue to the Village. The Village reserves the right to select the carrier/provider, to change carriers/providers, and to become self-insured, provided substantially equivalent coverage is maintained. It is further agreed that the only liability assumed by the Village under this Article is to pay the premiums as provided herein. No matter contained in this Article, except failure to pay premiums, shall be submitted to the Grievance Procedure or arbitration.

SECTION I

The Village agrees to replace prescription glasses for bargaining unit employees if they are damaged or broken during the course of employment and such damage or breakage is not the result of employee negligence or violation of safety rules. It is understood that the Village will not be responsible for providing replacement lenses if only the frame is broken, nor will the Village be responsible for the cost of any eye examination.

SECTION J

For the duration of this Agreement, the Village agrees to pay the premiums to provide for continuation of health insurance/H.M.O. coverage and dental insurance coverage for the spouse and dependent children of an employee who dies in the line of duty for a period of up to two (2) years following such death, provided that such coverage will terminate if the spouse remarries or becomes eligible for substantially equivalent coverage from another employer.

SECTION K

In the event mandatory national health insurance legislation is enacted during the term of this Agreement, the parties agree to reopen negotiations with respect to the issue of health care coverage for current employees, upon the request of either party.

ARTICLE XXII HOLIDAYS

SECTION A

For the duration of this Agreement, regular full-time employees shall be paid eight (8) hours pay at their regular straight time base rate, for the following ten (10) holidays designated by the Village:

New Years Day
Presidents Day (third Monday in February)
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Christmas Day

Floating Day prior to July 1st
Floating Day after July 1st

provided they meet the following eligibility rules:

The employee works all scheduled hours the normally scheduled work day before and after the holiday, unless the employee was on an approved vacation or funeral leave or went on sick leave (verified by a doctor's excuse) the week of the holiday or the work day after the holiday unless otherwise excused.

SECTION B

The above enumerated holidays shall be observed on the calendar date on which they fall. If the employee's shift starts the day of the holiday, that day shall be considered to be the holiday for purposes of this Article. An employee who is scheduled to work on a holiday and does not work said day shall receive no holiday pay for such day. Employees who work on any of the above enumerated regular holidays will receive in addition to holiday pay, one and one-half (1-½) times their straight time hourly rate for all hours worked on said holiday.

SECTION C

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive full vacation in addition to holiday pay unless otherwise provided at the time the vacation is scheduled.

If a holiday falls on an employee's leave day such leave day shall not be considered the holiday and the employee shall receive the leave day in addition to holiday pay unless otherwise provided at the time the leave day is scheduled.

SECTION D

Floating holidays will be granted on a calendar year basis. Employees with less than one (1) year of seniority on January 1 of any year will receive a pro-rated share of the floating holidays for the year, pro-rated based on a 1/12 reduction for each month or portion thereof of absence in the calendar year.

SECTION E

Floating holidays must be scheduled at least two weeks in advance unless otherwise agreed by the Village Manager or his designee. Said floating holidays must be used each year or they will be forfeited.

ARTICLE XXIII
VACATIONS

SECTION A

For the duration of this Agreement, each regular, full-time employee will earn vacation leave with pay in accordance with the following provisions.

SECTION B

The vacation year shall be the calendar year. An employee shall accrue his vacation on January 1 of each year based on the time worked in the previous calendar year. Vacation shall be accrued based on 1/12 of the employee's annual amount of vacation for each month that the employee worked for the Village. In order to constitute a month of work, the employee must work at least five (5) days in the month; and it is understood that employees on layoff or leave of absence do not accrue vacation. No employee shall be eligible for vacation leave with pay before it accrues, or before completion of the employee's probationary period.

SECTION C

All vacations shall be scheduled by the Chief of Police with consideration for the desires of the employees concerned, classification seniority, the efficient operations of the Department, the availability of relief personnel, and present Departmental procedures for scheduling vacations.

SECTION D

An eligible employee will accrue vacation leave with pay according to his length of service as a full-time Village employee on January 1 of each year in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	6 days per year
1-4 years	12 days per year
5 years	13 days per year
6 years	14 days per year
7-9 years	15 days per year
10-14 years	18 days per year
15 years and over	24 days per year

Vacation leave with pay may not be taken until earned.

SECTION E

Vacation leave with pay shall be paid at the employee's regular base salary in effect at the time the leave is taken. Vacation payment will be made on the last payday prior to the commencement of the vacation period provided one (1) week's written notice has been given of the vacation, if requested by the employee.

SECTION F

Paid holidays as provided in Article XXII falling within a schedule vacation period will not be charged against the earned vacation time.

SECTION G

A vacation may not be waived by an employee and extra pay received for work during that period, provided that vacation may be accumulated up to twice the employee's annual allowance. All vacations shall be approved by the Chief of Police or his designee, following a request by an employee to take his vacation at a specific time consistent with efficient Department operations. The granting of more than two consecutive weeks of vacation is subject to approval by the Village Manager.

SECTION H

Employees leaving the employment of the Village are entitled to receive reimbursement for any earned but unused vacation, except in the following situations:

1. If the employee fails to give at least ten (10) calendar days' notice in advance of voluntarily terminating employment.

ARTICLE XXIV RETIREMENT

SECTION A

For the duration of this Agreement, retirement benefits shall be provided in accordance with the Michigan Municipal Employees Retirement System (MERS) Plan B-1, with C-2 option, provided that no matter involving pensions shall be subject to the Grievance Procedure or arbitration. Matters concerning misunderstandings of the retirement plan shall be a proper subject for a special conference. The F55(15) rider will remain in effect only for the duration of the one (1) year window period ending February 28, 1995.

SECTION B

Patrol Officers and Sergeants shall terminate their employment with the Village by virtue of mandatory retirement at age seventy (70). Retirement shall be effective not later than the first day of the month in which the employee attained age seventy (70). It is agreed, however, that if mandatory retirement for Patrol Officers or Sergeants at age sixty (60), or in age between sixty (60) and seventy (70) becomes lawful, this Agreement shall be amended to provide for said lesser mandatory retirement age.

ARTICLE XXV UNIFORMS AND CLEANING

SECTION A

The Village will continue to provide uniforms and necessary equipment for patrol officers. The necessity for additional or replacement uniforms and equipment shall be in the sole discretion of the Chief of Police.

SECTION B

Should the Village decide to change the style or design of any uniform equipment, the Village will provide said equipment at no cost to the employee.

SECTION C

The Village will continue its current practice of providing full-time patrol officers with a Four Hundred (\$400) Dollar annual uniform cleaning allowance, payable quarterly.

ARTICLE XXVI SCOPE OF AGREEMENT

SECTION A

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, 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 by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the Village and the Union, or the employees, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVII SEPARABILITY AND SAVINGS CLAUSE

SECTION A

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article and Sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

ARTICLE XXVIII GENERAL

SECTION A

The Village may require that employees submit to physical and mental tests and examinations, including tests and examinations concerning the use of drugs and/or alcohol, by a Village appointed physician or medical facility when such tests and examinations are considered necessary in maintaining a capable work force, employee health and safety, public safety, etc., provided the Village agrees to pay the cost of such tests and examinations. It is further agreed that such tests and examinations may only be required of active employees if their performance indicates a possible physical or psychological problem, unless the Village institutes a periodic physical examination program.

SECTION B

Where any illness or injury has resulted in lost work time of three (3) consecutive work days or more, the Village may require that the employee provide documentation from his doctor regarding the nature of the illness or injury.

SECTION C

If a physician's statement or certificate is required under Article XVI, Section B or Article XXVIII, Section B, the statement or certificate must contain at least the following information:

1. Date the employee was first treated by the physician and all subsequent dates he was treated by the physician during the period covered by the physician's statement.
2. Diagnosis.
3. A statement as to whether or not the employee's illness or disability prevented the employee from working on the day(s) in question.
4. The date the employee may return to work.

In cases of short-term absences, said statement shall be turned into the Village upon the employee's return to work.

SECTION D

No employee may maintain or engage in any outside business, financial, or employment activity which conflicts with the interests of the Village or which interferes with the employee's ability to discharge Village duties fully. Such conflict of interest shall be grounds for discipline, up to and including, discharge.

In order to avoid potential conflicts of interest, all outside employment entered into after the effective date of this Agreement must be discussed with and approved by the Chief of Police in advance.

SECTION E

Employees hired after the effective date of this Agreement shall be required to live within fifteen (15) miles of the Chelsea Village limits as a condition of continued employment following completion of their probationary period, unless an extension of time is mutually agreed to.

As a condition of continued employment, bargaining unit employees who were working for the Village as of December 3, 1985 shall not be allowed to move outside of the residency area, or farther from the Village than their residence at that time if they lived more than fifteen (15) miles from the Village limits.

SECTION F

In recognition of the difficulties imposed upon the Village through failure of employees to comply with working schedules, employees shall give prior notice to the Department whenever they expect to report late or to absent themselves from work. Employees who are to be absent must notify the Department at least one (1) hour before their work day begins or present an excuse acceptable to the Village. Employees who fail to do so will be considered to be absent without pay and will also be subject to disciplinary action.

SECTION G

In the event the Village decides to eliminate a classification, the Village agrees to provide the Union with at least six (6) months notice in writing, and to attempt to provide employment to the persons in the affected classification, either elsewhere in the Village or with the contracting agency.

ARTICLE XXIX DURATION OF AGREEMENT

SECTION A

Except as specifically provided elsewhere, the provisions of Appendix A, Sections A and B of this Agreement (salaries and wage rates) shall be effective as of March 1, 1994. All other provisions of this Agreement shall be effective upon ratification of the Agreement by both parties, or as soon thereafter as is practical. The provisions of this Agreement shall remain in full force and effect to and including February 28, 1997, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to March 1, 1997, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal.

APPENDIX A
WAGES

SECTION A

Employees in the classifications listed below will receive the following base annual salaries effective on the dates shown:

Full-time Sergeant

<u>March 1, 1994</u>	<u>March 1, 1995</u>	<u>March 1, 1996</u>
\$34,700	\$36,780	\$38,990

Full-time Patrol Officers

	<u>March 1, 1994</u>	<u>March 1, 1995</u>	<u>March 1, 1996</u>
Start	\$23,000	\$24,380	\$25,845
1 Year	26,660	28,260	29,955
2 Years	27,735	29,400	31,165
3 Years	28,820	30,550	32,385
4 Years	30,955	32,815	34,785
5 Years	32,840	34,810	36,900

SECTION B

Employees in the classifications listed below will be paid in accordance with the following wage scales effective on the dates shown:

Full-time Clerk-Dispatcher

	<u>March 1, 1994</u>	<u>March 1, 1995</u>	<u>March 1, 1996</u>
Start	\$9.30 per hour	\$9.85 per hour	\$10.40 per hour
1 Year	9.45	10.00	10.60
2 Years	9.70	10.30	10.90
3 Years	10.05	10.65	11.30
4 Years	10.50	11.10	11.80
5 Years	11.20	11.85	12.55

Full-time Dispatchers

	<u>March 1, 1994</u>	<u>March 1, 1995</u>	<u>March 1, 1996</u>
Start	\$9.00 per hour	\$9.55 per hour	\$10.10 per hour
1 Year	9.15	9.70	10.30
2 Years	9.45	10.00	10.60
3 Years	9.80	10.40	11.00
4 Years	10.20	10.80	11.45
5 Years	10.55	11.20	11.85

SECTION C

The Village reserves the right to hire new employees at any level based upon their skill, abilities and prior experience, provided that new employees may not be hired at a level which exceeds their outside experience in comparable employment.

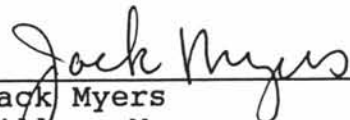
SECTION D

For the duration of this Agreement, in addition to an employee's base pay, longevity pay shall be computed and paid by the Village subject to the terms and conditions set forth below:

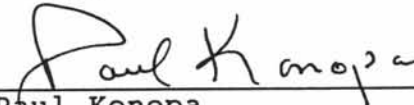
1. An employee who has been continuously employed by the Village for at least eight (8) years but less than fifteen (15) years shall receive Six Hundred (\$600) Dollars in longevity pay the first pay period following his anniversary date.
2. An employee who has been continuously employed by the Village for fifteen (15) years or more shall receive Seven Hundred Fifty (\$750) Dollars in longevity pay the first pay period following his anniversary date.

LETTER OF UNDERSTANDING
ARTICLE II, SECTION D
and
ARTICLE XXVIII, SECTION A
DRUG TESTING

The Village and the Union hereby agree to the terms and conditions of the Village of Chelsea Police Department Drug-Free Workplace Policy attached hereto and incorporated herein by this reference, which shall continue to remain in effect.



Jack Myers
Village Manager
Village of Chelsea



Paul Konopa
Field Representative
Police Officers Labor Council

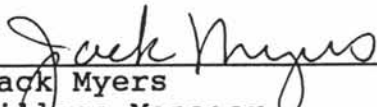
Dated: May 3, 1994

LETTER OF UNDERSTANDING


ARTICLE XVI; ARTICLE XVII; and ARTICLE XXI

FAMILY AND MEDICAL LEAVE ACT

The Village and the Union hereby agree to all the terms and conditions of the Policy and Procedures for Union Employees Regarding Family and Medical Leave Act discussed during the 1994 contract negotiations. A copy of said Policy and Procedures shall be included in the version of the Village of Chelsea Personnel Manual which is issued to employees in the Police Officers Labor Council bargaining unit.



Jack Myers
Village Manager
Village of Chelsea



Paul Konopa
Field Representative
Police Officers Labor Council

Dated: May 3, 1994

VILLAGE OF CHELSEA
POLICE DEPARTMENT
DRUG-FREE WORKPLACE POLICY

I. PURPOSE OF DRUG AND ALCOHOL TESTING PROGRAM - NOTICE

- A. The Village of Chelsea, and its Police Department, has a legal responsibility and management obligation to ensure a safe work environment; as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to performed their assigned duties. A requirement for employment must be an employee who is free from illegal drug use, drug and/or alcohol dependence, and drug and/or alcohol abuse.
- B. Liability could be found against the Village and the employee if we fail to address and ensure that employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, drug and/or alcohol dependence, and drug and/or alcohol abuse impair an employee's performance and general physical and mental health. The illegal possession, use and/or sale of drugs by police employees is a crime in this jurisdiction, and clearly unacceptable. Therefore, the Village and its Police Department have adopted this written policy to ensure an employee's fitness for duty as a condition of employment; and to ensure that drug and/or alcohol tests are ordered based on a reasonable objective basis, following an established written policy and procedures, where the employee knows that testing is a requirement of employment.

II. POLICY STATEMENT

- A. All employees must be free from the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs while on duty or on Village property, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for disciplinary action up to and including immediate discharge.

In addition, employees are subject to disciplinary action up to and including immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of drugs or alcohol while on duty or on Village property.

- B. Subject to the provisions of Section V below, the Village reserves the right to require employees to submit to urine tests to determine usage of drugs and/or breath tests to determine usage of alcohol as provided below. Employees must submit to all required tests. If an employee refuses to take an authorized urine and/or breath test (including refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples and/or submission or attempted submission of an adulterated or substituted sample), he/she will immediately be relieved from police duties and it shall conclusively be presumed that the employee was in violation of the Village's Drug-Free Workplace Policy, as set forth herein.
- C. The Village also reserves the right to require follow-up drug and/or alcohol testing as part of an agreement allowing an employee to return to work following disciplinary action for a positive urine and/or breath test, or as the result of a condition of continued employment or reinstatement following completion or an approved drug and/or alcohol treatment, counselling or rehabilitation program.
- D. The rules set forth in this Policy shall not apply to employees on undercover or other special assignments who may be required to consume alcoholic beverages or purchase drugs due to the nature of their assignment, or to the use or sale of alcoholic beverages by off-duty employees at Village-sponsored events.

III. DEFINITIONS

- A. Employee - All personnel employed by the Village of Chelsea Police Department, both sworn and unsworn.
- B. Sworn Employee - All sworn employees, including ranking officers.
- C. Supervisor - All sworn and unsworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for supervising subordinates, or who are responsible for commanding a work element.
- D. Drug - Includes the six (6) controlled substances listed below, synthetic drugs, and prescription drugs, excepting only: prescription drugs approved by and used in accordance with the directions of the employee's physician.
 - 1. Marijuana (Cannabinoids)
 - 2. Cocaine

3. Opiates
4. Phencyclidine (PCP)
5. Amphetamines
6. Barbiturates

- E. Drug Test - A urinalysis test administered under approved conditions and procedures to detect the presence of drugs in the employee's system.
- F. Alcohol Test - A breath test administered under approved conditions and procedures to detect the presence of alcohol in the employee's system.
- G. Reasonable Objective Basis - An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonable, intelligent and prudent person to believe that the employee was impaired by, under the influence of, or using drugs and/or alcohol in violation of this Policy.

IV. GENERAL RULES

- A. Police Department employees shall not take any drug unless prescribed by a person licensed to practice medicine. Any statutorily defined illegal use of drugs by an employee, whether at or outside police employment, will not be tolerated.
- B. All property belonging to the Department is subject to inspection at any time.
 1. Property includes, but is not limited to, police-owned vehicles, desks, containers, files and storage lockers.
 2. Lockers assigned to employees are also subject to inspection by the employee's supervisor with reasonable notice to the employee and in the presence of the Union.
- C. Police employees who have a reasonable basis to believe that another employee is illegally using drugs shall report the facts and circumstances immediately to their supervisor.

V. DRUG AND ALCOHOL TESTING POLICIES

Current employees of the Police Department - Shall be required to submit to tests for drug and/or alcohol usage as outlined below.

- A. A supervisor may order a drug and/or alcohol test when there is a reasonable objective basis that an employee is impaired by, under the influence of, or using drugs and/or alcohol in violation of this Policy.
- B. Current employees may be ordered by a supervisor to take a drug and/or alcohol test:
 - 1. Where the allegation involves the use, distribution, dispensation, possession, concealment or sale of drugs or alcoholic beverages, or
 - 2. Where the allegation involves the actual use of force, or
 - 3. Where there is serious on-duty injury to the employee or another person, or significant property damage.
 - 4. The employee shall be advised of the content and details of the allegation.
- C. A supervisor who orders a drug and/or alcohol test when there is a reasonable objective basis for suspecting usage shall forward a report containing the facts and circumstances directly to the Chief of Police.
- D. A drug test shall be part of each routine physical examination.
- E. Test results - reporting the presence of illegal drugs in the employee's system, and/or the abuse of prescription drugs, will be submitted as part of a written report by the supervisor consistent with Section V, C above.
- F. The disciplinary procedures set forth in Article VIII of the collective bargaining agreement shall be followed in cases involving this Policy, and any departmental action is subject to the grievance procedure.
- G. Prescription drugs - When a positive drug test may be the result of use of a prescription drug, the employee will be required to submit proof of the prescription within two (2) working days (excluding Saturdays, Sundays and holidays) of the request to do so, together with a written statement from his/her attending physician approving the use of the drug during working hours. If the prescription and/or physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action.

VI. DRUG AND ALCOHOL TESTING PROCEDURES

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision as well as any over-the-counter medications.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the employee being tested. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing laboratory or courier.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure.
 - a. Initial screening step, and
 - b. Confirmation step.
2. The urine sample is first tested using the screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different from the initial screening test. Notification of the test results to the Chief of Police will be held until the confirmation test results are obtained. In those cases where the

second test confirms the presence of a drug or drugs in the sample, the sample will be retained by the testing laboratory in secured, long-term frozen storage for a minimum of three hundred sixty-five (365) days to allow further testing in case of dispute.

4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including opiates, amphetamines and barbiturates according to DHHS/NIDA (Department of Health and Human Services/National Institute on Drug Abuse) standards. Personnel utilized for testing will be certified as qualified to conduct urinalysis, or adequately trained.
5. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis testing and be certified by DHHS/NIDA.
6. Employees who have participated in the drug testing program, where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
7. The specific detection levels (cutoff limits) shall be as follows:

Initial screening test using EMIT.

<u>Drug/Metabolite</u>	<u>Cutoff limit</u>
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	100 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml

Confirm using GC/MS.

C. Chain of Custody

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

D. Urinalysis Tests

The following analytical methods will be used for the detection of drugs in the urine specimen.

1. Immunological Method

EMIT (Enzyme Multiplied Immunoassay Technique). Used for the screening step.

2. Chromatographic Method

GC/MS (Gas Chromatography/Mass Spectrometry). Used for the confirmation step.

E. Breath Tests

1. Breath tests will be conducted by individuals trained to conduct such tests using a breath testing device capable of determining the presence of alcohol in the employee's system. The breath testing device will be used in accordance with the procedures specified by the manufacturer.

2. A preliminary breath testing device may be used, provided the results are confirmed by a breathalyzer test performed by a State-certified operator.

VII. RETESTING

An employee who tests positive for any drug or drugs, may request a retest of the original urine sample in accordance with the following guidelines.

A. The request must be made to the Village in writing within fifteen (15) days of the employee's receipt of the test result.

B. The employee may specify retesting by the original testing laboratory or by another laboratory; provided the other laboratory is certified to perform drug tests by DHHS/NIDA.

C. The employee must pay the total cost of the additional analysis and all costs associated with the transfer of the sample to another laboratory, including shipping and handling costs, at the time the request for retesting is made. If the retest results in the employee passing the drug test, the Village will reimburse the employee for these costs.

- D. The originating laboratory shall follow approved chain of custody procedures when transferring the urine sample if the sample is going to be retested by another laboratory; and the retesting laboratory shall follow approved chain of custody procedures when handling the sample during the retesting procedure.
- E. Except as provided below, all drug testing procedures set forth in this Policy shall be observed during the retesting procedure. However, since some analytes may deteriorate during storage, detected levels of drugs below the established cutoff limits, but equal to or greater than the established sensitivity of the assay, shall, as technically appropriate, be reported by the retesting laboratory as positive and considered corroborative of the original positive results.
- F. The results of the retest will be binding on the Village, the employee and the Union.

If the retest is negative, any discipline the employee has received as a result of the initial test will be voided and no further disciplinary action will be taken against the employee. If the retest is positive, the test result cannot be challenged in any forum.

VIII. DISCIPLINARY ACTION

- A. Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:
 - 1. Refusal to take an authorized urine and/or breath test, including refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted sample.
 - 2. Using drugs or drinking alcoholic beverages while on duty or on Village property.
 - 3. Unlawful manufacture, distribution, dispensation, possession, concealment or sale of drugs or alcoholic beverages while on duty or on Village property.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the Village reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

In the following circumstances, employees shall receive a disciplinary suspension of not more than five (5) days for the first offense; however, if an employee violates another work rule in conjunction with a violation of this policy, the Village shall have the right to take stricter disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record:

4. Testing positive for drugs and/or their metabolites in any authorized drug test.
5. Having a blood alcohol content of .04% or more during working hours.

B. Rehabilitation and Additional Testing

In cases where an employee receives disciplinary action other than discharge for a drug and/or alcohol related infraction, the following procedures shall apply:

1. The Village may require the employee to participate in an approved treatment, counselling or rehabilitation program for drug and/or alcohol abuse at the time discipline is imposed.
2. The Village shall have the right to require the employee to undergo follow-up drug and/or alcohol testing at any time for a period of up to one (1) year as a condition of reinstatement or continued employment.
3. If the employee is required to enroll in a treatment, counselling or rehabilitation program, his/her reinstatement or continued employment with the Village will be contingent upon successful completion of the program and remaining drug and alcohol free for its duration.
4. An employee who is required to enroll in such a program must submit to any drug and/or alcohol tests administered as part of the program, and must sign a release of information letter allowing the agency running the program to provide periodic progress reports and the results of such drug and/or alcohol tests to the Village.
5. If an employee who has received disciplinary action less than discharge for any drug or alcohol-related infraction tests positive for drugs or alcohol in any subsequent test, he/she shall be subject to immediate discharge.

C. Employment Status Pending Receipt of Test Results

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the Village reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

IX. VOLUNTARY DRUG AND ALCOHOL REHABILITATION

If an employee who is not otherwise subject to disciplinary action voluntarily admits that he/she has a drug and/or alcohol abuse problem, the Chief of Police (or his/her designee) will meet with the employee to discuss the various treatment, counselling and rehabilitation options that are available. These options may include allowing the employee to continue working while receiving outpatient treatment, counselling or rehabilitation in an approved drug and/or alcohol abuse program, or placing the employee on a medical leave of absence while he/she is receiving treatment, counselling or rehabilitation in an approved inpatient or outpatient drug and/or alcohol abuse program.

When an employee voluntarily admits that he/she has a drug and/or alcohol abuse problem, the Village shall have the right to require the employee to submit to urine and/or breath tests, and/or a medical examination conducted by a Village-designated physician, prior to deciding what action is appropriate.

No disciplinary action will be taken by the Village against an employee who voluntarily admits that he/she has a drug and/or alcohol abuse problem in the situation described above, or tests positive for drugs and/or alcohol in a test of the sort described above after making a voluntary admission of drug and/or alcohol abuse. However, the Village shall have the following rights in such a situation:

- A. The employee may be required to enroll in and successfully complete an approved inpatient or outpatient drug and/or alcohol abuse program, and remain drug and/or alcohol free for its duration as a condition of reinstatement or continued employment.

- B. If the employee enrolls in such a program, he/she must submit to any drug and/or alcohol tests administered as part of the program, and must sign a release of information letter allowing the agency running the program to provide periodic progress reports and the results of such drug and/or alcohol tests to the Village.
- C. The Village shall have the right to require the employee to undergo follow-up drug and/or alcohol tests at any time for a period of one (1) year following the employee's successful completion of the drug and/or alcohol abuse program.
- D. If the employee tests positive for drugs or alcohol in a follow-up drug or alcohol test administered during this one (1) year period, or the employee voluntarily admits that he/she has experienced a reoccurrence of his/her drug and/or alcohol abuse problem at any time, the employee will be given one last opportunity for rehabilitation under the procedure described above.
- E. Notwithstanding the foregoing, the employee will be subject to disciplinary action, up to and including discharge, for any subsequent violation of the Village's Drug-Free Workplace Policy, in accordance with the provisions of Section VIII above.

X. UNION LIABILITY


The Village agrees to indemnify and hold the Union harmless for any liability arising out of the Village's activities in carrying out the drug and alcohol testing program.



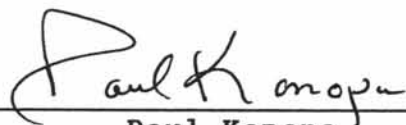
VILLAGE OF CHELSEA

CHELSEA POLICE DEPARTMENT SENIORITY LISTING April, 1994

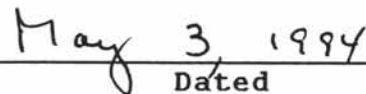
<u>NAME</u>	<u>DATE OF HIRE</u>	<u>CLASSIFICATION</u>
R. Foster	May 21, 1979	Patrol Officer
M. Foster	January 05, 1982	Sergeant
T. D. Eder	July 05, 1984	Dispatcher
C. Kruger	January 01, 1984	Patrol Officer
L.M. Collins	December 19, 1983	Clerk/Dispatcher
R.S. Sumner	August 20, 1989	Patrol Officer
N.D. Paton	October 01, 1989	Patrol Officer
M. S. Phillips	December 26, 1990	Patrol Officer
K.C. Stitt	August 24, 1993	Dispatcher



Jack Myers, Village Manager
Village of Chelsea



Paul Konopa
Field Representative
Police Officers Labor Council



Dated

