

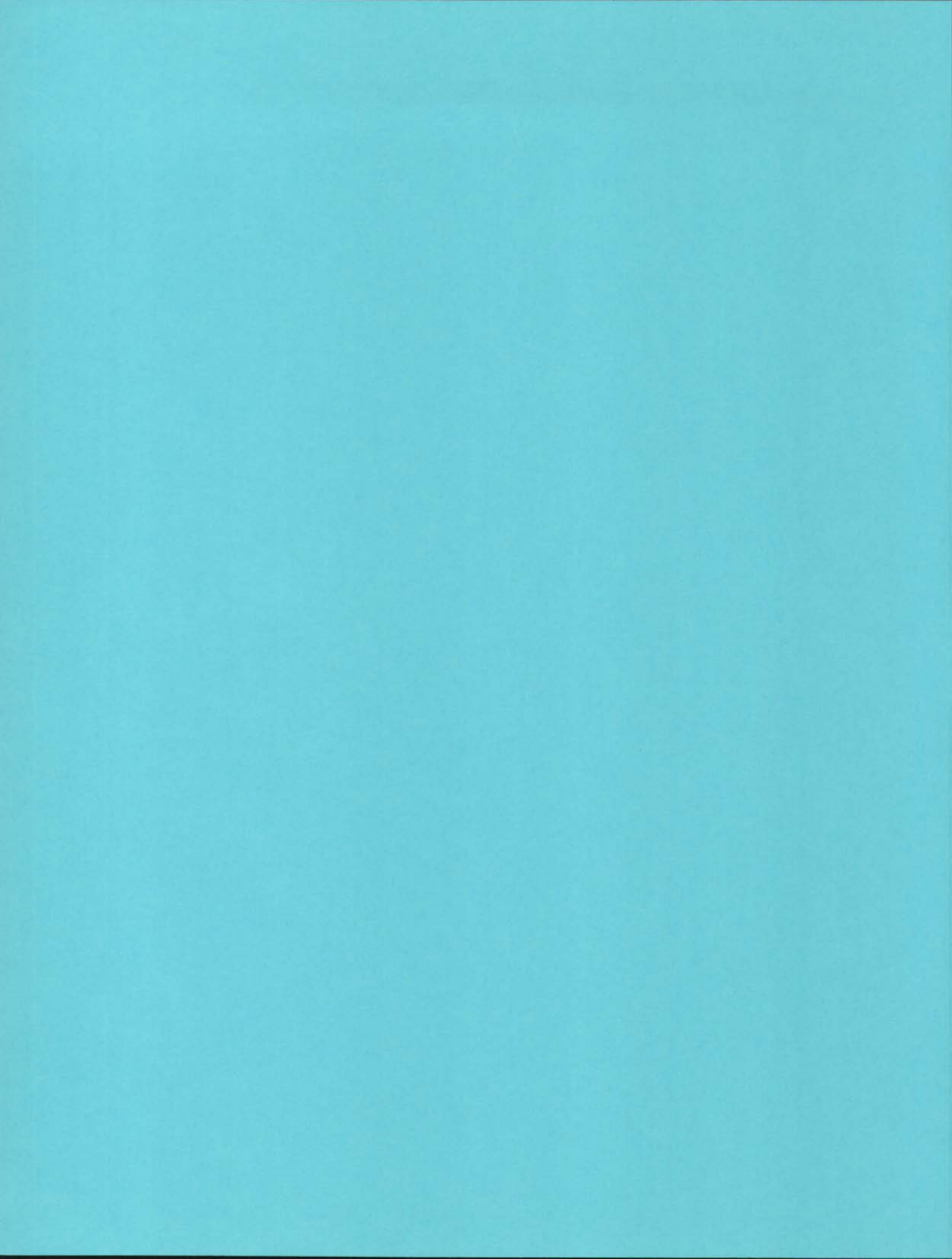
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12/31/2000

**Agreement**  
**BETWEEN THE**  
**CHARTER TOWNSHIP OF SHELBY**  
**AND**  
**SHELBY TOWNSHIP COMMAND OFFICERS' ASSOCIATION**

*Shelby Township*

**For the term expiring December 31, 2000**



## AGREEMENT

This Agreement, made in the Charter Township of Shelby, Macomb County, Michigan effective the 1st day of January 1996, by and between the Charter Township of Shelby, hereinafter referred to as the "Township" or "Employer" and the Shelby Township Command Officers' Association, hereinafter referred to as the "Command Officer's" or the "Association".

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## WITNESSETH

### PURPOSE

- 1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Township of Shelby in its capacity as an Employer, and the Command Officers and the Association;
- 1.2 The parties recognize that the interest of the community and the job security of the Command Officers depend upon the Employer's success in establishing proper services to the community;
- 1.3 The Employer and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Command Officers;
- 1.4 To these ends, the parties hereto have entered in this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended.
- 1.5 It is understood by the parties that police service to the community is predicated on quasi-military structure and operation. To that end, it is understood that the Chief of Police is responsible for the day-to-day operation, management, and control of the Police Department subject to the control of the Township Supervisor, who is in turn, responsible to the Township Board.

1.6

The Command Officers agree that the Employer has the right to establish Department rules, regulations, policies, orders and procedures to enforce same. Further, it is agreed that the Command Officers shall conform to all Departmental rules, regulations, policies, procedures, and lawful orders. In the event that a Command Officer is aggrieved concerning an alleged conflict between the Agreement and Departmental rules, regulations, policies, or procedures, the Command Officer shall be allowed to follow the grievance procedure concerning that section of the Agreement allegedly violated.

## **ARTICLE 2**

### **RECOGNITION**

The Township recognizes the Police Officers' Labor Council, as the sole Collective Bargaining Agency for all ranking Command Officers of the Shelby Township Police Department, above Patrol Officer, for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment.

## ARTICLE 3

### REPRESENTATION

- 3.1 The President or a designated representative of the Association shall be allowed one (1) hour during working hours, without loss of pay, to handle grievance matters when they cannot be handled outside of normal working hours. The above shall be subject to the emergency requirements of the Department and with the approval of the Chief of Police.
- 3.2 Except for necessary meetings with the Township and the handling of grievances, no Association business whatever shall be carried on during working hours unless approved by the Chief of Police or his designated representative.
- 3.3 The Association shall be allocated fifteen (15) paid man days per Agreement year for Association business. Additional days may be obtained provided the Association shall reimburse the Township for any additional pay necessitated by said additional days. The Chief of Police shall have the final decision in allocating additional days.
- 3.4 If a negotiating team member's shift is scheduled to commence immediately following a negotiating session, he/she may request to change shifts, providing scheduling permits the change.

3.5 In any situation that may lead to disciplinary action, civil and/or criminal litigation, a Command Officer shall be advised of these possibilities and shall be allowed representation during the interview if he/she chooses.

## ARTICLE 4

### MANAGEMENT RIGHTS

4.1 The Shelby Township Board is the Appointing Authority and retains all rights, powers, and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board as stated in the Township Board minutes or as set forth in any manner whatsoever, or powers which heretofore have been exercised by it, shall remain in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof that may be made by the Board from time to time, shall become and remain in full force and effect unless changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever; provided, however, the foregoing shall be limited only by applicable Michigan law and/or Federal law. Rights reserved exclusively herein by the Township which shall be exercised exclusively by the Township without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the Township's business, the equipment, the operations, and to direct the working forces



and affairs of the Employer.

- B. Continue its rights and past practice or assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, starting time and scheduling of all of the foregoing and the rights to establish, modify, or change any work or business hours or days.
- C. The right to direct the work forces, including the right to hire, promote, lay off and transfer Command Officers, assign work or extra duties to Command Officers, determine the size of the work force and to suspend and discharge Command Officers for just cause in accordance with Act 78 of the Public Acts of 1935, as amended.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
- E. Adopt rules and regulations, including the "Twenty-one Standards of Conduct", such rules and regulations being incorporated in this Agreement and provide reasonable

penalties for violation thereof, provided said rules and regulations do not directly conflict with the Agreement herein.

- F. Determine the location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions of the Department thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities of the Department.
- G. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount or supervision, and table of organization, provided that the Employer shall not abridge any rights of Command Officers as provided for in this Agreement or rights as a citizen under State and/or Federal Law.

J. Determine the policy affecting and the selection, testing, or training of Command Officers providing such selection shall be based upon lawful criteria.

4.2 Further, Section 4.1 in its entirety is not to be construed to supersede any other Section(s) of this Contract.

## ARTICLE 5

### SEPARABILITY AND SAVINGS CLAUSE

- 5.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the remaining portions of the Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- 5.2 In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
- 5.3 Should a Command Officer be terminated or suspended and challenge same, the Employer agrees to continue hospital, medical and surgical benefits until a decision is rendered by an arbitrator and/or the Act 78 Commission.

## ARTICLE 6

### STRIKE PROHIBITION

- 6.1 The parties of this Agreement mutually recognize and agree that the service performed by Command Officers covered under this Agreement are services essential to the Public Health, safety, and welfare. The Union will not cause, nor permit its Members to cause nor will any Member of the bargaining unit take part in: Any strike, sit down, sick in or slow down in any Department of the Township, any curtailment of work, restriction of production, or interference with the operation of the Township. In the event of a work stoppage or curtailments of production, the Township shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- 6.2 In the event of the work stoppage, or any other curtailment by the Union or the Command Officers covered hereunder during the term of this Agreement, the Union, by its officers, agents and shop stewards, shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized. This will be in writing to the Command Officers, and it will order said Command Officers to stop said conduct and resume full production. Copies of such written notices shall be served upon the Township. The Union agrees to cooperate with the Township to remedy such situation by immediately giving written notice

to the Township and the Command Officers involved declaring that such conduct is unlawful and directing the Command Officers to return to work. The Township shall have the right to discipline, up to and including discharge, any Command Officer who instigates, participates in, or gives leadership to any activity herein prohibited, pursuant to Act 78 of the Public Acts of 1935, as amended.

## **ARTICLE 7**

### **PAYDAYS**

All Command Officers shall be paid on a bi-weekly basis on Wednesday, as close to 12:00 noon as is practicable for the two (2) week period ending on the preceding Saturday.



## ARTICLE 8

### PROMOTIONAL EXAMINATION PROCEDURE

- 8.1 All promotional examinations shall be governed by the provisions of Act 78 of the Public Acts of 1935, as amended. Positions inclusive in these promotional examinations shall be: Chief of Police, Captain and Lieutenant, unless specified otherwise in this Agreement.
- 8.2 Applicants for sworn positions within the Department shall be tested in a two (2) phase examination. The first phase shall be a written examination constructed by the International Personnel Management Association (IPMA) and the second shall be an oral examination. In computing the final score, one hundred (100%) percent, of each phase shall be considered as fifty (50%) percent of the testing. The score of the written test and the score of the oral test shall be added together and divided by two (2), which will result in the final testing score. Each applicant for promotion shall be given one (1) point for each year of service within his/her present rank to a maximum of ten (10) points provided that, any applicant with less than five (5) years of department seniority shall not receive service points. Service points shall be added to the above stated testing score. A veteran's preference will be granted to veterans as defined in MCL 35.61 and MCL 35.401 for promotions above the rank of Sergeant. The veterans shall be given one-half (1/2) point as a veteran's preference with said one-half point to be added to

the above stated final testing score. In the event that a veteran, as defined in MCL 35.61 and MCL 35.401, is tied on the eligibility list, the veteran will be given an additional preference in order to break the tie. The oral test shall be prepared, administered and scored by the Michigan Municipal League.

If a Command Officer wants to examine the written examination, his/her answers and the correct answer, the Command Officer must request the review and complete the review within ten (10) days of receiving the results of the written examinations. The review will be performed in the presence of a member of the Civil Service Commission or his/her designee. The Command Officer will not be allowed to bring any writing instruments or papers to the review and will return the examination, his/her answers and the correct answers upon completion of the review. An Agent from the Command Officers' Association State Labor Council will be allowed to sit in on the oral examination as an observer.

8.3 It is agreed that the first rank above Patrol Officer shall be the rank of Sergeant.

8.4 All promotions to the rank of Sergeant shall receive the same benefits as being received by all other Members of the Association unless specified otherwise.

- 8.5 Effective December 1990, the Township and the Association agree that the highest ranking sworn Police Officer in the Department will no longer be part of the Associations' Collective Bargaining Unit and shall assume and be established as the Chief of Police.
- 8.6 Both parties acknowledge and agree that the function and duties of the Chief of Police is the overall administration and operation of the Charter Township of Shelby Police Department, subject to the direction, control and supervision of the Township Supervisor.
- 8.7 The Township and the Association further agree that if circumstances arise whereby the present highest ranking, sworn Police Officer vacates the position of Chief of Police for reasons other than retirement, pursuant to Act 345 of the Public Acts of 1937, as amended, or is terminated for cause, pursuant to Act 78 of the Public Acts of 1935, as amended, the sworn Police Officer who assumes the position of Chief of Police pursuant to the terms hereof, may return to the Association as a member in good standing at the rank and capacity he held immediately prior to becoming the Chief of Police carrying with him any seniority and benefits earned.
- 8.8 It is further understood and agreed that upon the position of Chief of Police becoming vacant, that such position shall be filled. Further, such position will be filled from within the Bargaining Unit in accordance with the provisions of Act 78 of the Public Acts of 1935, as amended.

8.9 Employee vacancies in the Chain of Command shall be filled as soon as practical of the vacancy occurring. Said vacancies shall be filled from an eligibility list that is continually maintained by the Employer and Civil Service Commission pursuant to Act 78 of Public Acts of 1935, as amended.

## ARTICLE 9

### WAGES

9.1 Salary of Command Officers shall be as listed hereafter. Wages between rank shall be based on a percentage relationship between the Patrol Officer who has reached top pay and Officers of a higher rank rounded to the nearest whole dollar. The Sergeant wage shall be based on the Patrol Officer who has reached top pay plus two (2%) percent. Sergeant shall be paid an annual wage of no less than thirteen (13%) percent more than the top rated Patrol Officer.

After one (1) year of satisfactory performance, a Sergeant will be upgraded to a Sergeant I and shall be paid an annual wage of three (3%) percent more than Sergeant.

The rank of Lieutenant shall be paid an annual wage of twelve (12%) percent more than a Sergeant I. The rank of Captain shall be paid an annual wage of twelve (12%) percent more than Lieutenant.

For the purposes of this Agreement, the base hourly rate of pay shall be derived by the following formula:

**(Yearly Annual Wage divided by 2080 hours = the base hourly rate)**

**Wages for the duration of this Contract will be found in Addendum "A"**

### **SUPPLEMENTAL SHIFT PAY**

9.2 Members of the bargaining unit that work in the following positions; Shift Lieutenant, Shift Sergeant and Afternoon Detective shall receive an additional two (2%) percent of their base annual salary. Eligible Member will be paid this benefit quarterly.

## ARTICLE 10

### HOURS OF WORK

10.1 Employees who work an eight (8) hour shift, will work an eighty (80) hour pay period. Employees who work a twelve (12) hour shift, will work an eighty-four (84) hour pay period. Further, a pay period is considered as fourteen (14) consecutive days. The Employee's days off shall be consecutive.

10.2 **DEFINITION OF DAYS:**

- A. Benefit days are considered as eight (8) hour days.
- B. Vacation and personal days are benefit days.
- C. Holiday's are considered as eight (8) hour days.
- D. Days are all other man days which an employee works.
- E. A man day is whichever day an employee works.

10.3 Each Command Officer shall be allowed one-half (1/2) hour for lunch within each eight (8) hour work day, subject to the emergency requirements of the Department.

10.4 It is agreed that Command Officers shall report fifteen (15) minutes prior to the start of each shift for the purpose of briefing and preparation for duty. It is further agreed that the fifteen (15) minute period known as show up time shall be paid at time and one-half (1-1/2) the base hourly rate of pay. With the exception of the foregoing, there will be no



overlapping of shifts for purposes of briefing and/or preparation. Pay for said time worked shall be paid quarterly on October 1, January 1, April 1 and July 1. Show up time will only be paid for days actually worked.

## **ARTICLE 11**

### **OVERTIME**

- 11.1 It is agreed that time and one-half (1-1/2) the base hourly rate of pay shall be paid for all time worked in excess of eight (8) hours for eight (8) hour shifts and in excess of twelve (12) hours for twelve (12) hour shifts. Further, it (overtime) shall be paid for excesses of eighty (80) hours per pay period for employees working eight (8) hour shifts and in excess of eighty-four (84) hours per pay period for employees working twelve (12) hour shifts.
- 11.2 Overtime shall be paid for each complete quarter hour of work beyond the standard set forth in Section 11.1 above.
- 11.3 Overtime and court time will be paid quarterly on the first payday after the quarter, if possible, but in no event later than the second payday after the quarter.
- 11.4 In the event of an unscheduled shift change, an Officer will be paid overtime unless notified twenty-four (24) hours in advance. This section shall not apply to Command Officers voluntarily trading shifts.
- 11.5 A list of personnel, in seniority sequence, for all uniformed ranking Officers will be available on a separate list. This list is to be used as a rotating overtime list. When overtime is required, the Command Officer with the least amount of overtime hours shall be called. If the list is run through, the Officer on duty will be required to work the vacant shift.

- 11.6 In the event overtime is required in the non-uniform section, the detective who is assigned to a particular case shall be called. In the event he/she is not available, the lowest employee on the non-uniform list shall be called. In the event that the case is not an assigned case, the lowest employee on the non-uniform overtime list shall be called. An assignment record shall be maintained by the Chief of Police for purposes of call in.
- 11.7 In the event that a Command Officer is called in to work overtime, the Officer shall receive a minimum of four (4) hours overtime pay.
- 11.8 In the event that a Command Officer is called in on his/her off duty time, for reasons other than discipline, the time spent shall be considered overtime and the Command Officer shall be compensated per Agreement stipulation. A Command Officer who is required to submit to a medical examination lasting less than eight (8) hours while on sick or disability leave shall not be paid overtime.

**ARTICLE 12**

**LONGEVITY PAY**

12.1 On the first pay day in January of each contract year, Command Officers shall receive longevity pay computed as a percentage of the Command Officer's base salary on an annual basis in accordance with the following schedule:

<b><u>Years of Completed Service</u></b>	<b><u>Percentage of Base Wage</u></b>
5 years of service	2%
7 years of service	3%
9 years of service	4%
12 years of service	5%
15 years of service	6%
18 years of service	7%
21 years of service	8%
24 years of service	9%
25 years of service	10%
30 years of service	12%

12.2 Members of the bargaining unit hired after January 1, 1996 shall be paid longevity pursuant to the schedule indicated in Section 12.1 on a maximum salary of Twenty-Six Thousand (\$26,000.00) Dollars.

## ARTICLE 13

### COURT APPEARANCES

- 13.1 Whenever, in the course of his/her employment, an Officer is required to appear in court on his/her off duty time, he/she shall be compensated with a minimum of three (3) hours pay at time and one-half (1-1/2) base hourly rate of pay regardless of the actual time spent in court. All time in excess of the first three (3) hours shall be paid at time and one-half (1-1/2) the regular hourly rate of pay in fifteen (15) minute increments. Command Officer's agree to abide by the Department rules, regulations, policies and procedures concerning court appearances.
- 13.2 In the event that an Officer is scheduled to appear in court on his/her off duty time and through no fault of the Officer, the court date is cancelled, the Officer shall be compensated at the rate of two (2) hours pay at the base hourly rate of pay if notice of cancellation has not been given to said Officer at least twelve (12) hours prior to the scheduled court time. It is agreed that if the Officer cannot be personally reached, a telephone call to someone at the Officer's residence or to an answering device or service shall suffice. It is agreed that there shall be no duplication of benefits under this paragraph and the preceding paragraphs.
- 13.3 For the purpose of this paragraph, court appearance shall include: District Court, Probate Court, Appellate Court, Supreme Court, Liquor Control Commission Hearings, Driver License Appeal Hearings or similar

court appearances. Administrative tribunal proceedings which request the presence of the Command Officer must have the prior written consent of the Chief of Police. If subpoenaed by a tribunal of competent jurisdiction, the Officer will be required to honor the subpoena.

13.4 In the event that a Command Officer receives subpoena fees for his/her appearance in court, said fees shall be endorsed over to the Township and the Command Officer shall receive his/her compensation in accordance with this Agreement.

**ARTICLE 14**

**COMMAND OFFICER'S HOLIDAYS**

14.1 By the last payday in November, Command Officers shall be paid an additional eight (8) hours pay at the base hourly rate of pay for each of the following fifteen (15) holidays:

Christmas Day

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Easter

Memorial Day

Declaration Day

Labor Day

Veteran's Day

Thanksgiving Day

Father's Day

Command Officer's Birthday

Christmas Eve (1/2) Day

New Year's Eve (1/2) Day

Columbus Day



**ARTICLE 15**

**VACATIONS**

15.1 Command Officers who have been employed the prescribed amount of time, as indicated in the schedule below, shall be eligible for vacation with pay as per the guidelines of this entire section:

<b><u>Years of Service</u></b>	<b><u>Amount of Vacation</u></b>
0 to 1 year	0 hours
1 year to 2 years	80 hours
2 years to 4 years	120 hours
4 years to 12 years	160 hours
12 years to 13 years	200 hours
13 to 20 years	Add eight (8) hours per year (264 hours max)

15.2 Vacation time accrued by the Command Officer may be taken in increments of four (4) hours or more per Section 15.4, provided it does not split the Officer's work shift and is approved by the Chief of Police.

15.3 Vacation pay will be computed at the Command Officer's base hourly rate of pay as of the date the vacation is taken. A Command Officer shall be entitled to receive in pay, a maximum of eight (80) hours upon his/her request during each Agreement year. The maximum is waived for the last three (3) years of employment prior to retirement.

15.4 Vacations shall be taken at such times as are satisfactory to the Command Officer and the Chief of Police or his designated representative. Vacation schedules for the year shall be arranged between November 1st and November 15th of the prior year. Vacation selection policy shall be based on seniority. Seniority shall be defined as: Rank, time-in-rank, position on eligibility list, date of hire. Only those vacations earned by November 1st shall be arranged per the vacation selection policy. Any vacation earned by the Command Officer after November 1st and any subsequent vacations throughout the year, shall be meted out on a "first request" basis.

15.5 While the Township desires that vacations be taken by the Command Officer, this is subject to the requirements of the Department. The Chief of Police may require that any Command Officer waive his/her vacation or any portion thereof, to meet the emergency requirements of the Department. In such event, the Command Officer shall be allowed to take his/her vacation at a later date which is agreeable to the Command Officer and the Chief of Police.

In the event a Command Officer's vacation is cancelled later than October 1st of the vacation year, the Command Officer shall have the option to carry over the cancelled days until March 1st of the following year. Approved vacation time off shall not be cancelled for any reason other than Department emergencies. All means, including overtime, shall

be exhausted prior to cancellation of any approved vacation.

**15.6** All Vacations shall be discharged by December 31st of the following year, with the exception of days cancelled per Section 15.5. In no event shall a Command Officer lose his/her vacation days.

**15.7** Vacation leave shall not be denied because of lack of patrol strength.

## ARTICLE 16

### CLOTHING ALLOWANCE

- 16.1 Members of the Association shall receive Four Hundred Fifty (\$450.00) Dollars annually for uniforms and equipment. Said allowance to be paid the first payday of January of each Contract year..
- 16.2 Members of the Association shall be paid an annual cleaning allowance of Four Hundred Fifty (\$450.00) Dollars. Said allowance to be paid on the first payday of January of each Contract year.
- 16.3 Patches, and an insignia of rank shall be provided to uniformed personnel. Further, two (2) breast badges shall be provided to each Member of the uniform division.
- 16.4 The Township shall bear reasonable cost of replacement of uniforms, department issue equipment, prescription eye glasses, contact lenses, damaged or lost in the line-of-duty, provided the damage or loss is not due to negligence. Said replacement to be within thirty (30) days of such damage. Uniforms shall include clothing for the Plain Clothes personnel provided such cost is reasonable. No cost for replacement will be made unless the "Departmental Proof of Damage" form is filled out immediately after the shift in which the damage or loss occurs and said form is signed by the Command Officer claiming the damage and counter signed by the Shift Commander on duty during the shift in which the damage or loss occurred.

16.5

In the event that an Officer has been in the Plain Clothes Bureau in excess of eight (8) consecutive years and is transferred from a Plain Clothes Bureau to the Uniform Division after the clothing allowance for the year has been paid, he/she shall be compensated as follows: If the transfer is not for more than ten (10) working days, the Officer shall not receive additional allowance. From eleven (11) working days through sixty-five (65) working days, he/she shall receive twenty-five (25%) percent of the yearly clothing allowance. For each succeeding sixty-five (65) days or portion thereof, during said Agreement year, the Command Officer shall receive an additional twenty-five (25%) percent of the yearly clothing allowance.

## **ARTICLE 17**

### **FUNERAL LEAVE**

- 17.1 A Command Officer shall be allowed four (4) paid consecutive working days leave upon the death of any member of the family as follows: Mother, Father, sister, brother, mother-in-law, father-in-law, paternal and maternal grandparents, step-mothers and step-fathers, for the purpose of fulfilling responsibilities in connection with the bereavement, provided that the Command Officer attends said funeral service.
- 17.2 In the event of the death of a spouse, children or step-children, the Command Officer shall immediately be allowed ten (10) paid consecutive working days leave, with benefits.
- 17.3 In the event of the death of a brother-in-law, sister-in-law, aunt or uncle of the Command Officer or his/her spouse and the funeral falls upon a working day, the Command Officer will be granted the day off to attend the funeral.
- 17.4 Funeral leaves may be extended at the discretion of the Chief of Police.

**ARTICLE 18**

**MILITARY LEAVE**

The re-employment rights of Command Officers who enlist or who are inducted into the Armed Forces of the United States, shall be limited by applicable Federal laws and regulations.

## ARTICLE 19

### SICK LEAVE GRANT SYSTEM

#### 19.1 A. SHORT TERM SICK LEAVE:

1. Effective July 1, 1992, all employees shall be credited with ninety-six (96) hours sick leave per year. Said credit shall be made at the beginning of each contract year.
2. Effective July 10, 1992, each employee hired prior to that date shall be given a one-time grant of two hundred forty (240) hours of sick leave. Employees hired after that date will accrue sick leave in the manner specified in Article 19.1 (A) only.
3. The unused portion of sick leave hours accrued, as well as those credited at the beginning of each contract year, may be carried over from year to year, not to exceed a maximum of two hundred forty (240) hours which is to be considered a bank.
4. At the end of each contract year, any credited hours in excess of the two hundred forty (240) hour bank will be paid for at the rate of one hundred (100%) percent of the then current base hourly rate of pay and the bank returned to two hundred forty (240) hours.
5. Upon separation from the department for reasons other than disciplinary cause, any credited sick hours will be paid for at one hundred (100%) percent of the then current base hourly rate of



pay. Said hours to be redeemed shall not exceed two hundred forty (240) hours maximum.

6. Sick leave may be taken in one (1) hour increments and may be approved by the Chief of Police to cover doctor appointments or hospital confinement which are of an emergency nature.
7. Any utilization of sick leave allowance by a Command Officer must be reported to the Chief of Police as soon as possible. The Chief of Police will notify the Personnel Department.
8. In the event of an illness lasting in excess of three (3) consecutive days or repeated absences, the Chief of Police may require proof of illness.
9. The Personnel Director will notify a Command Officer of the expiration of the Employer-paid allowances.
10. The Employer may require each Command Officer desiring sick leave benefits in excess of three (3) days to file with the Chief of Police the following: A physician's statement of the condition, diagnosis, and prognosis for the Command Officer or other relevant information as to the Command Officer's condition.

**19.2 B. SHORT TERM DISABILITY PROVISION**

1. When a Command Officer has exhausted all of his/her current sick hours accumulated pursuant to the provisions of Section 19.1 A, as well as personal days and, if the Command Officer chooses,

vacation time and who continues to the 31st day of consecutive lost work days due to illness, such Command Officer will be covered by the Short Term Disability Provision as follows:

- a. When a Command Officer has a continued illness lasting for thirty (30) consecutive calendar days, they may apply for Short Term Disability for the 31st through the 180th calendar day. Said application must be made to the Chief of Police.
- b. From the 31st through a maximum of one hundred eighty (180) consecutive days of illness or injury the Command Officer shall receive one hundred (100%) percent of their wages at the prevailing rate.
- c. Short Term Disability and the sick leave bank are to be used as a bridge to Long Term Disability. They shall not be accumulated.
- d. Short Term Disability may be used for illness, injury or disability to the Command Officer only.
- e. In the event that the Short Term Disability Provision is funded by a Short Term Disability Insurance policy as opposed to being self funded by the Township, and there is a dispute by the insurance company as to payment of wages, the Township shall provide benefits as stipulated

hereunder until the dispute is resolved. The Township, however, may require the Command Officer to submit to a physical examination by a doctor of the Township's choosing to substantiate the Command Officer's condition and whether he/she meets the qualifications established by the relevant policy. Thereafter, any proceeds received from the insurance company in payment of past owed benefits will be turned over to the Township.

- f. Relapses - If an Employee returns to work and has a relapse attributable to the original illness, the requirements as indicated in Section 19.2(B) (1) may be waived.

19.3 C. LONG TERM DISABILITY

A Long Term Disability Insurance plan will be instituted for all Command Officers of the Association as follows or an equivalent plan as determined by the Township Board beginning July 1, 1990:

LONG TERM DISABILITY

Eligibility Requirement:	All Full Time Command Officers
Enrollment Requirement:	100% of Eligible Command Officers
Elimination Period:	180 Days
Maximum Benefit Period:	Per following schedule
Monthly Benefit:	66-2/3% Based on Base Wage, Holiday Pay, Longevity Pay
Maximum Benefit:	\$3,600.00 per month
Social Security Offset:	Full Family

\*\*\*\*\*

Age of Disablement

Duration of Benefit

61 or younger	To age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 year

The Plan shall include a Ten Thousand (\$10,000.00) Dollar Life Insurance Benefit and a Ten Thousand (\$10,000.00) Dollar Accidental Death & Dismemberment benefit.

19.4 During the first six (6) months of a non-duty connected disability, the Command Officer will draw upon benefits pursuant to Sections 19.1 and 19.2. During the next twenty-four (24) months, the Command Officer shall remain a Command Officer of the Township only for the purposes of all current life, hospital and health insurance policies and seniority. A Command Officer who is unable to return to work after thirty (30) months from the date of the non-duty connected disability, shall cease to be a seniority Command Officer and shall be subject to the retirement provisions of the Agreement and Act 345.

19.5 Each Command Officer shall be entitled to forty-eight (48) hours nondeductible personal days per year with pay. Such hours shall be used for handling personal affairs and the Chief of Police shall be notified forty-eight (48) hours in advance, if possible, of the day to be taken. Further, such personal time shall not be taken on Holidays without the approval from the Chief of Police. In the event the Command Officer does not use his/her allotted days by the end of the Agreement year, he/she shall receive cash payment at the Member's base hourly rate of pay.

19.6 In the event a Command Officer becomes ill during his/her tour-of-duty and cannot complete his/her shift, he/she shall be charged with the

hours lost as sick time, but in no event, less than one (1) hour.

19.7

A Command Officer shall be granted disability leave in the amount of one hundred four (104) weeks when he/she is unable to work, due to any sickness or injury to the Command Officer's person while that Command Officer was actively pursuing the job to which he/she was assigned by the Township of Shelby. In the case of compensatory injury or sickness, the accumulated disability time to which the disabled Command Officer is entitled shall be, for the purpose of computation and payment, considered a fund. The accumulated number of days shall be converted into a monetary figure by using as a basis the Command Officer's base hourly rate of pay. The first to the seventh day of disability shall be considered sick leave. From the eighth day of disability, the fund shall be drawn upon and used to supplement any benefits to which the Command Officer is entitled under Workman's Compensation, Occupational Disability Laws or Special Risk Insurance, which is paid for by the Township of Shelby, provided that the combined amounts shall not exceed the amount of wages the Command Officer would have received had he/she been working his/her regular assigned job with the Township of Shelby. In the event of a contested Workman's Compensation claim, the Command Officer shall receive his/her full rate of pay and all benefits provided under this Agreement until a settlement is reached. Provided further, that any benefit payment received by the

Command Officer from Workman's Compensation or Special Risk Insurance, shall be deposited with the Treasurer of the Township of Shelby. If a Command Officer is placed on a service connected disability retirement, he/she shall continue to receive an amount equal to his/her salary, less the amount the Command Officer receives from the Pension System until he/she is placed on a regular pension as provided for in this Agreement and in Act 345 of 1937, as amended. The term salary shall mean any increases or decreases as determined by the Collective Bargaining Agreement. If a Command Officer is placed on a service connected disability retirement, he/she shall continue to receive all insurance benefits as provided for until they have met the requirements of the regular pension as provided for in this Agreement and in Act 345 of 1937, as amended.

- 19.8 It is further agreed that any Officer who shall receive said insurance benefits shall fill out and return to the Township any and all forms which shall be needed for collection of said benefit(s). A Command Officer who is on disability shall receive his/her benefits in the same manner as if he/she were on active duty. Any Officer receiving checks from Disability Insurers, as provided in this Agreement, shall endorse said checks and deliver same to the Chief of Police as a condition of receiving full pay and benefits from the Employer.

## ARTICLE 20

### AGENCY SHOP

- 20.1 To the extent that the laws of the State of Michigan permit, it is agreed that any Command Officer covered by this Agreement who is not a Member of the Association and who does not make application for membership shall be required, as a condition of employment, to either become a Member of the Association or pay a service fee to the Association, which shall be equal to the monthly dues paid by the regular Members of the Association. The Association fund shall be used for labor purposes including those costs involved in collective bargaining, agreement administration, legal fees and other labor oriented costs.
- 20.2 Any Command Officer who fails to comply with the aforementioned requirements shall be deemed not to be in compliance with the aforementioned condition of employment, and the Township of Shelby shall terminate his/her employment at the conclusion of a grace period of sixty (60) days following written notification by the Association to the Township that the Command Officer is not in compliance with this condition of the Agreement.
- 20.3 Upon proper voluntary written authorizations signed by the Command Officers and delivered to the Township authorizing it to do so, the Township, during the life of this Agreement, shall deduct from the salaries of each Command Officer, his/her regular periodic monthly dues



or service fees as established during the life of this Agreement by the Association. Said deduction shall commence on the second pay period of the month, first succeeding the execution of this Agreement and shall continue to be made on the second pay period of each month. The Township shall forward the amount so deducted, together with a list of names of Association Members for whom deductions have been made, to the Treasurer of the Association as soon as possible after the 10th day of the following month.

- 20.4 The Association agrees to indemnify and save the Township harmless from any expense or liability of any kind whatsoever that may result from the enforcement of the above paragraphs concerning Agency Shop.

## ARTICLE 21

### HOSPITAL-SURGICAL-MEDICAL COVERAGE

21.1 The Township agrees to provide Blue Cross/Blue Shield benefits for each Command Officer and his/her eligible dependents, provided under the current plan known as Master Medical Option IV, effective June 30, 1980, subject to the availability of such coverage.

In addition to the above coverage, the Command Officer will be covered by the appropriate prescription rider, Five (\$5.00) Dollar co-pay coverage. The Township agrees to provide an ML, FAE, and a FC Rider to the above coverage to insure the health and well being of the Command Officer and his/her eligible dependents.

As an option, the Command Officer may elect to participate in the Blue Cross and Blue Shield Hospitalization, Blue Preferred Plan (PPO) with Master Medical Option 1 in lieu of the traditional service.

Employees who are initially hired after July 10, 1992, shall be covered by Blue Cross and Blue Shield Preferred Plan (PPO) with Master Medical Option 1, or at their option a HMO. The cost of said coverage shall be paid in full by the Employer for the Employees, their spouses and dependent children.

- 21.2 A Command Officer and his/her dependents shall upon retirement be covered by a hospitalization, dental and any other health care benefits equal to the one currently being received by the Member, subject to the availability of such coverage, at no cost to the Retiree.
- 21.3 Upon attainment of eligibility for Medicare Insurance, the retiree shall make application for said insurance. The Township shall provide a hospitalization insurance program to supplement Medicare to equal the hospitalization insurance currently being received by the Retiree.
- 21.4 Failure of a retiree to make application for Medicare Insurance when eligible, six (6) months after being requested by the Township to do so, shall discharge any obligation on the part of the Township to provide hospitalization insurance to such person and his/her dependents under the terms of the Agreement. The Township shall make such a request in writing, by registered mail and shall instruct the retiree and/or spouse of their obligation and shall state the date by which the retiree must comply and shall state the consequences for failure to comply with the request.
- 21.5 The Township shall provide each Command Officer with a Blue Cross Dental Plan which shall cover the Command Officer and family. In no event shall coverage be reduced from coverage previously in effect.
- 21.6 Upon the death of any Command Officer of the Association, the Township shall provide a hospital policy and all other health care benefits

for the family of the deceased as currently being received by the Member under this Agreement. This policy shall remain in effect until the widow remarries. In the case of dependent children, this policy shall remain in effect until their 19th birthday unless such child continues to be dependent upon the family, in such case, the policy shall be extended to the maximum allowable age set forth in said policy.

21.7 Upon the injury of any Command Officer of the Department as determined by the Shelby Township Fire and Police Pension Board to be either temporarily or permanently disabling, the Township shall provide a hospitalization insurance policy and all other health care benefits for the injured Command Officer and his/her family as currently being received by him/her under this Agreement. Benefits shall be paid in full by the Township.

21.8 The Command Officer, at his/her option, may elect to participate in the health organization plan, Independent Health Plan. The Township shall pay up to the current Blue Cross/Blue Shield rates.

21.9 The Township agrees to provide an Optical Rider for the Command Officer and his/her dependents to include eye examination, eye glasses and/or contact lens coverage.

21.10 Dependent children of the Command Officer and spouse, who are residing with the Command Officer and/or spouse and are past the age of nineteen (19) years, shall be covered by the current hospital, medical,

surgical coverage and riders thereto, and coverage shall be provided to the maximum allowable age as set forth in the policy. Said coverage shall be paid for in full by the Employer.

21.11 The Township reserves the right to change, without prior negotiations, the insurance carrier in the policy which is then in effect.

21.12 At the Member's option, the sum of One Thousand Five Hundred (\$1,500.00) Dollars annually, may be contributed to the Member's deferred compensation account in lieu of paid medical insurance.

## ARTICLE 22

### LIFE INSURANCE

- 22.1 In addition, the Township will provide a Thirty Thousand (\$30,00.00) Dollar double indemnity group term life insurance coverage with an equal amount of accidental death and dismemberment insurance, at no cost to the Command Officer.
- 22.2 The full details of the plans will be governed by the insurance policies and will be available to the Command Officer beginning with the first date of active employment with the Township. Coverage will terminate when employment with the Township ceases.
- 22.3 In addition, the Shelby Township Command Officer's Association shall allow reasonable time for the changes in this section which require the exchanges of forms and agreements between the Township of Shelby and the insurance carrier, to put the new rates into effect.
- 22.4 In the event that a Command Officer is killed or dies while on duty or dies as a result of injury or sickness which is duty related, the spouse or beneficiary shall be compensated as follows:
- The spouse or beneficiary shall receive a check from the Employer in the amount of One Thousand (\$1,000.00) Dollars within seventy-two (72) hours after the Employer is notified of the death.

## ARTICLE 23

### RETIREMENT

23.1 To the extent that the provisions of Act 345 of the Public Acts of 1937, as amended, are not inconsistent with the provisions of this Agreement and specifically Article 23 of this Agreement, such provisions shall be deemed to be applicable and incorporated by reference as though fully set forth herein.

23.2 The Township agrees to provide the following retirement benefits pursuant to Act 345 of the Public Acts of 1937, as amended, and as otherwise agreed to in the Collective Bargaining Agreement between the parties herein:

A. **"25 and Out" Regardless of Age.**

All Command Officers who are Members of the Command Bargaining Unit shall be permitted to retire upon completion of twenty-five (25) years of service as a Police Officer in the employ of the Township regardless of age upon the following terms and conditions:

(1) **Time For Making Election; Effective Date of Retirement.**

The Command Officer shall make written application to the Board stating a date, not less than thirty (30) days nor more than one hundred eighty (180) days

after the execution and filing of the application on which the Command Officer desires to be retired.

**(2) Pension Computation.**

Upon retirement from service as provided in this subparagraph, a Command Officer shall receive a regular retirement pension payable throughout the Command Officer's life of 2.5% of his/her average final compensation multiplied by the first twenty-five (25) years of service, credited to the Command Officer, plus one (1%) percent of the Command Officer's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the Command Officer in excess of twenty-five (25) years.

**(3) Pension Computation - Hired after July 1, 1995**

Upon retirement from service as provided in this subparagraph, a Command Officer shall receive a regular retirement pension payable throughout the Command Officer's Life of 2.0% percent multiplied by the first twenty-five (25) years of service, credited to the Command Officer based on the base annual wage plus overtime. There will be no



additional percentage accrual for service time beyond twenty-five (25) years of service.

**B. Disability Retirement.**

Any Command Officer who becomes totally and permanently disabled as defined in Act 345 of the Public Acts of 1937, as amended, where said cause of total and permanent disability is off duty related and occurred subsequent to July 1, 1990, after the completion of ten (10) years of service and before the completion of twenty-five (25) years of service shall be permitted to retire and receive a retirement pension throughout the Command Officer's life of 1.5% of his/her average final compensation, multiplied by the number of years and fraction of a year, of completed service. In addition, employees having fifteen (15) years of service, their retirement pension will be averaged using 2.5% of his/her average final compensation. The actuarial cost in the difference between 1.5% and 2.5% will be paid by the employees.

Employees hired after July 1, 1995 shall have a maximum multiplier of 2.0% percent after fifteen (15) years and are disabled. The actual cost in the difference shall be paid by the Employee.

**C. Purchase of Military/College/Prior Police Service.**

It is understood and agreed that Military time, prior police time, and college time may be purchased at the rate of one (1%) percent of the base annual rate of pay only for the purpose of retirement and in no event may be combined or credited in excess of three (3) years of such time. **Any Member of the bargaining unit as of July 1, 1995 may purchase a maximum of two (2) years time at the rate of one (1%) percent of the Employee's pensionable gross. For the purpose of retirement only. Said time must be purchased by December 31, 1995. All time purchases in any form are no longer an option to Members of the bargaining unit as of December 31, 1995 and thereafter.**

**D. Military Time.**

Eligible Command Officers will be allowed to purchase their military time up to three (3) years for the purpose of retirement.

**E. Prior Police Time.**

Eligible Employees will be allowed to purchase their prior police time up to a maximum of three (3) years for the purpose of retirement.

F. **College Time.**

Eligible Employees who have attained an Associate Degree or Bachelor's Degree from an accredited college or university may purchase a maximum of three (3) years of such college time to be used for the purpose of retirement. This election will no longer be available to those persons who become Members of the Association who were initially hired after July 10, 1992.

G. **Special Time.**

For those Command Officers with special time (time working for the Shelby Police Department prior to full time employment), this service time will be added to full time service for the purpose of retirement, at no additional cost to the Employee.

H. **Contribution Payments.**

The Employer agrees to continue to pay the required contribution rate pursuant to Act 345 of Public Acts, as amended, as well as the four (4%) percent contribution payment made effective July 1, 1985 of the five (5%) percent contribution currently being paid by the Employee with said contribution being credited as the Employee's contribution. Employees initially hired after July 10, 1992,

shall contribute five (5%) percent of their pensionable gross into the Pension Fund pursuant to Act 345 of Public Acts, as amended.

23.3 All previous Retirees shall receive a Retirement Benefit Allowance to be determined in the following manner:

On July 1st of each year, the retiree shall receive a cash payment of One Thousand (\$1,000.00) Dollars as a Retirement Benefit Allowance. No deductions shall be made from said cash payment. Members of the bargaining unit as of July 1, 1995 shall receive One Thousand Two Hundred Fifty (\$1,250.00) Dollars on July 1ST of each year. All Employees who become Members of the bargaining unit after December 31, 1998 will not receive a retirement benefit allowance.

23.4 It is agreed that the retirement pension of a Command Officer shall be computed under Act 345, P.A. 1937, as amended, as follows:

The Township agrees that the term "Average Final Compensation" shall mean, the average of the three (3) years of highest annual compensation received by a Member during his/her ten (10) years of service immediately preceding his/her retirement or leaving service. It is further agreed, that "ten (10) years immediately preceding his/her retirement or leaving service" shall mean the three thousand six hundred and fifty (3650) days immediately preceding the actual day of retirement. Further, it is agreed that the term "Average Final Compensation" shall

include: Wages, overtime, longevity, holiday pay, accrued unused sick leave in pay, and accrued unused vacation in pay. For Members retiring pursuant to 23.2(3), the term "average final compensation" shall mean the base annual wage plus overtime.

23.5 A Command Officer shall receive fifty (50%) percent of a years full benefits upon retirement. The term "benefits" shall mean show up time, holidays, vacation pay, personal and longevity pay, but shall not include any other benefits including Life Insurance or Disability Insurance.

23.6 Effective July 1, 1987, a Member who continues in service on or after the date of acquiring ten (10) years of service credit and who does not have an Option I election, provided for in subparagraph (j) of Act 345, in force, and dies before the effective date of his/her retirement, and leaves a surviving spouse, the spouse shall receive a pension computed in the same manner as if the Member had:

1. Retired effective the day preceding the date of his/her death.
2. Elected Option I provided for in subparagraph (h) of Act 345.
3. Nominated the spouse as survivor beneficiary. Upon the death of the spouse, the pension shall terminate. A pension shall not be paid under this subparagraph on account of the death of a Member if benefits are paid under subdivision (2) of Act 345 on account of his/her death.

## 23.7 Retirement Incentive

The parties agree that for those Members of the bargaining unit who have twenty-five (25) years of service or more as of July 1, 1995, the following retirement incentives will apply in addition to those already specified elsewhere in the Agreement. The period for exercising this option shall be from July 15, 1995 through January 15, 1996. the requisite for this option is that an eligible Member must actually retire within the allotted time and declare his intention to retire a minimum of ninety (90) days prior to actually leaving service. Such declaration must be in writing to the Chief of Police.

- A. An eligible Member may exercise this retirement option at any time during the specified period with said actual retirement date being the same as if the option had been exercised on January 15, 1996, absent actual wages earned between the two (2) dates.
- B. In addition to the includables as enumerated in the definition of "average final compensation" of Section 23.4, the fifty (50%) percent benefit as specified in Section 23.5 will also be used.
- C. All accrued unused sick and personal hours will be included at the base hourly rate of pay.
- D. Clothing and cleaning allowance will be included.

## ARTICLE 24

### SAFETY-HEALTH-WELFARE

- 24.1 It shall be the duty of the Command Officer to report all defects in vehicles and equipment as soon as practicable. Such report shall be made on a suitable form furnished by the Employer.
- 24.2 The Chief of Police shall determine the necessary amount of ammunition for duty use and range practice and shall furnish it as he deems necessary at no cost to the Command Officer.
- 24.3 All service weapons issued to uniform personnel shall be a semi-automatic pistol.
- 24.4 All service weapons issued to the non-uniform personnel shall be a semi-automatic pistol.
- 24.5 The Employer shall repair or replace all Department issued weapons as necessary, unless damage was caused by neglect or improper use by the Command Officer.
- 24.6 All Command Officers shall be allowed to carry their own weapon off duty after registering the make, caliber and serial number with the Chief of Police and provided, that the off-duty weapon and its ammunition is approved by the Chief of Police.
- 24.7 All Command Officers may carry a second gun while on duty provided that it is concealed, subject to conditions in Section 24.6.

- 24.8 All Command Officers shall qualify with both Department issued weapons and off-duty weapons annually.
- 24.9 Upon retirement only, a Command Officer's Departmental issued handgun shall be presented as a gift to the Command Officer by the Chief of Police.
- 24.10 Each Command Officer covered with Police Professional Insurance in the amount of One Million (\$1,000,000.00) Dollars for each occurrence, likewise, each Command Officer covered under this Agreement shall be covered by a One Million (\$1,000,000,00) Dollar liability policy for each occurrence. Copies shall be available upon a Member's request.
- 24.11 The Employer will at no time, except in emergency cases, assign or contract work currently being performed by Officers covered by this Agreement to outside agencies and/or departments.
- 24.12 Uniform ranking Officers shall be able to voluntarily trade work or leave days. Command Officers may trade with other Command Officers. Detectives may trade with other Detectives. Detectives shall not work as a Command Officer on the desk, except in a case of extreme emergency within the Department. Written notification of the changes shall be given to the Chief of Police or Officer in charge and shall be signed by the Officers involved. Only one trade per eight (8) hour shift allowed. Command Officers will be able to trade work or leave days only



upon twenty-four (24) hours notice, unless otherwise permitted by the Shift Commander. Permission shall not be unreasonably denied in this connection.

24.13 All Command Officer's checks will be sealed in separate vouchers. Each cash benefit shall be paid on a separate and individual check.

24.14 The Township recognizes that in many instances when making warrant arrests, it is desirable that an Officer not work alone and, when practicable, another Officer shall accompany the arresting Officer.

24.15 **School:**

The Department shall provide formalized management training for uniform ranking personnel of the Association. Training shall be in a location which shall be selected by the Chief of Police. Members of the Association assigned to the Detective Bureau in plain clothes shall be provided formalized training within their line of specialization at a location designated by the Chief of Police. Each Member of the Association shall be provided the opportunity to attend said schooling at least once every two (2) years, and schooling shall include a minimum of forty (40) hours of instruction.

A. In the interest of providing the residents of Shelby Township with professional, knowledgeable and well trained Command Officers who are capable of dealing with the problems that arise out of their work in a professional manner, the Township agrees to

reimburse the tuition of any Command Officer who attends a professional school, university or college after July 1, 1990 and successfully completes any course that pertains to some aspect of law enforcement. The following shall be criteria for reimbursement:

1. Job related and/or required class for job related degree.
2. Prior approval by the Chief of Police.
3. Non-duty hours.
4. Pass with a minimum "C" grade.
5. Paid after presentation of grade.
6. Within the budget, the Employer agrees to make reasonable funds available for this benefit.

24.16 After fifteen (15) years of service, a Command Officer may be granted a leave of absence for up to one (1) year. Said leave is to be without pay, but with a continuation of the hospital, medical and surgical benefits, rank and seniority. Benefits previously funded by the Command Officer shall continue to be funded by the Command Officer. This benefit shall be a one time only benefit.

24.17 A ranking Command Officer shall be on duty in charge of each shift. The senior uniform ranking Command Officer in grade shall be Shift Commander.

- 24.18 It is agreed that no Command Officer shall be scheduled to work less than five (5) consecutive days on the same shift. However, in the event that the twelve (12) hour shift schedule is implemented, the above referenced five (5) day minimum is waived. In the event a Command Officer is scheduled to work a week consisting of three (3) twelve (12) hour days, the Command Officer shall not be required to work less than three (3) scheduled twelve (12) hour consecutive days. In the event that a Command Officer is scheduled to work a week consisting of four (4) twelve (12) hour days, he/she shall not be required to work less than the four (4) scheduled twelve (12) hour consecutive days.
- 24.19 The President of the Association shall be allowed three (3) working days off, per contract year, with pay and benefits.
- 24.20 In the event that a Command Officer seriously wounds or takes the life of another in a duty situation or involved in a traffic accident on duty that results in the death of another, the Officer shall be placed on restricted duty with full pay and benefits for a minimum of ten (10) work days. Such Command Officer will not work as a Command Officer, and will be assigned duties within the police station for observation and possible psychological evaluation if needed. Return to regular assigned duties may be at the discretion of the Chief of Police after meeting with the affected Command Officer and the Union.

24.21 The Employer agrees that a ranking Command Officer shall not be held responsible for the actions of his/her subordinate in a liability situation, unless the Command Officer was acting under a direct command or direct order of the ranking Command Officer and, the ranking Command Officer is found to be grossly negligent or said command or order was grossly in error.

24.22 Any Member or retiree who is named as a defendant or co-defendant in any lawsuit in connection with or arising from his/her employment, shall be fully covered by the Employer concerning any and all costs arising from said lawsuit(s). The Employer agrees to indemnify and save the Command Officer harmless from any expense, responsibility and/or liability of any kind from said lawsuit(s), unless said Command Officer is legally found to be guilty of gross negligence in the performance of his/her duties.

24.23 **Detective Vehicles:**

Detectives covered under this Agreement shall be assigned a Department owned and maintained unmarked vehicle for use on duty and for use to and from work only. There will be no off duty use of the vehicle inconsistent with departmental policy. Each detective car shall be equipped with a police radio. The vehicle shall contain the necessary supplies and equipment for the Detective to properly perform his/her assigned duties. Each Detective is responsible for keeping his/her vehicle

equipped with supplies and/or equipment available to him/her, so that he/she is ready to respond to a crime scene and/or other police detail without first having to come to the police station for supplies.

The Chief of Police shall determine the necessary equipment and supplies for the detective vehicles.

In the event that a Command Officer is unable to work because of an on-duty or off-duty disability or illness, the Command Officer may be required by the Chief of Police to return the vehicle to the Department on the tenth (10th) day of absence.

**24.24**

**Restricted Duty Policy:**

**DEFINITION:** Restricted duty is limited to Command Officers who are partially disabled to the extent that they are not able to perform all duties of a Police Officer as determined by a medical doctor.

1. Command Officers who are assigned to restricted duty will not report to such assignment in uniform.
2. Restricted duty assignments shall apply to both on-duty and off-duty injuries.
3. Restricted duty assignments will be commensurate with physical ability as determined by a medical doctor so that the subject officer does not further injure himself or endanger the physical

well being of his/her fellow officers and citizens of the community.

24.25 The Township will provide a Deferred Compensation Plan as outlined in the United states Conference of Mayors for all Command Officers.

24.26 All Command Officers shall qualify with Department issued weapons. These qualifications shall be accomplished once during each of the four (4) quarters on off-duty time. For qualifying, each Command Officer shall be paid Fifty (\$50.00) Dollars per quarter that they qualify. This payment is to be paid on the next court time and overtime pay period. At no time will a Command Officer be paid more than two Hundred (\$200.00) Dollars in one (1) year for range qualifications. Scores shall be certified by the Range Officer. The Command Officer will qualify annually with his/her off-duty weapon without any additional compensation.

24.27 **Chain of Command:**

The Employer understands that the Department, being a quasi-military organization, functions by the chain of command. It is further understood that the chain of command in this Department, is in descending order of authority as follows: Chief of Police, Captain, Lieutenant, Sergeant I, Sergeant, and Patrol Officer. In instances of two (2) Officers of the same rank, then authority is established on the basis of time in rank. Time in rank being the same, then, position on the

promotional eligibility list at the time of promotion.

**24.28 Commanders Meeting:**

There shall be a minimum of one (1) Command Officer's meeting per quarter. Those Command Officers attending who are off duty shall be paid at time and one half (1-1/2) the base hourly rate of pay.

**24.29 Layoff Policy:**

In instances of personnel reduction, the traditional layoff policy of departmental wide seniority pursuant to Act 78, P.A. 1937, as amended, shall apply.

## ARTICLE 25

### GRIEVANCE PROCEDURE

- 25.1 It is agreed that the President of the Association or his/her representative from the Association Grievance Panel, will be allowed reasonable time for the investigation and presentation of grievances in accordance with provisions of this Collective Bargaining Agreement, but in no event, shall he/she use more than one (1) hour unless extended by mutual agreement. Every effort shall be made to settle grievances in an expedient and professional manner in order to maintain mutual cooperation between the Employer and the Command Officers.
- 25.2 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.
- 25.3 **Step 1:**  
The aggrieved Command Officer shall first discuss the grievance with the Shift Commander or Chief of Police, with Association representation.
- 25.4 **Step 2:**  
The aggrieved Command Officer shall, within fourteen (14) days after the alleged violation, submit the grievance to the Grievance Panel in writing. The grievance shall contain a specific statement of facts as to its cause, shall indicate the section of the Agreement violated shall indicate the date of the violation, shall state the remedy sought and the Command Officer shall date and sign the grievance.



25.5 **Step 3:**

Within fourteen (14) days after receiving a grievance, the panel shall decide as to the validity of the grievance. If the panel deems the grievance to be valid, the grievant and a representative of the panel shall present the written grievance to the Chief of Police and attempt to settle the dispute through mutual agreement at that time. The Chief of Police shall present the panel with his written decision within fourteen (14) days after receiving the grievance in writing.

25.6 **Step 4:**

If the decision of the Chief of Police is not satisfactory, the panel may submit the written grievance to the Township Personnel Director or her Designee within fourteen (14) days after receiving the Chief of Police's decision. The Township Personnel Director or his/her Designee shall meet with the aggrieved Command Officer and panel representatives in an effort to settle the dispute and shall submit the panel with a written decision within twenty-one (21) days after the Township Personnel Director or his/her Designee is presented with the grievance. All written answers in each step of the grievance procedure shall be hand delivered to the panel member.

25.7 **Step 5:**

If the Township Personnel Director or his/her Designee's decision is not satisfactory, the grievance may be filed by the panel to arbitration if the

grievance is covered exclusively by the Agreement. The arbitrator shall be chosen from a list of arbitrators supplied by M.E.R.C. or F.M.L.S. The cost of the arbitrator shall be shared equally by the Employer and the Association. The panel must, within twenty-one (21) days after receiving the Township Personnel Director or his/her Designee's unsatisfactory written decision, either submit the grievance to arbitration or the grievant may petition the Act 78 Commission for relief, but the panel and/or the grievant may not do both. The time limitations may be extended if mutually agreed to.

25.8 Powers of the arbitrator in grievance proceedings: The Arbitrator shall have no power to alter, amend, add to or subtract from, the terms of this Agreement. Neither party shall be permitted to submit in the arbitration proceedings any evidence not previously introduced at lower levels. If any Command Officer shall have been found to have been improperly deprived of any compensation, the Arbitrator may award such reimbursement.

25.9 Each party shall bear the expense of preparing his/her own case including the cost of his/her own witnesses.

## **ARTICLE 26**

### **PERSONNEL FILE**

The Employer shall keep a personnel file on each Command Officer. Prior to any material being placed in the Command Officer's file, the Command Officer shall be given a copy of the material. If a Command Officer requests to review his/her personnel file, he/she shall be allowed to do so at a reasonable time. Any and all reprimands or records of disciplinary action, shall be removed from the personnel files three (3) years after the date of reprimand or disciplinary action. Removed material shall be given personally to the Command Officer.

## ARTICLE 27

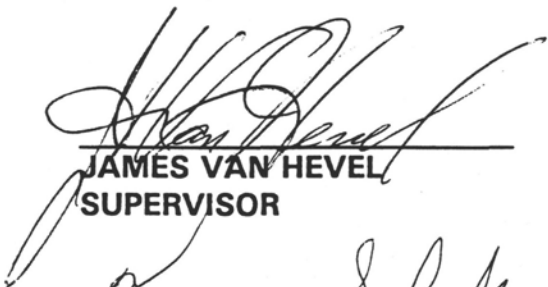
### DURATION OF AGREEMENT

This Agreement and each and every Appendix, Addendum, etc., shall remain in full force and effect from the date of January 1, 1996 until December 31, 2000 (except to the extent as otherwise provided in this Agreement) and then, all of its provisions (except as otherwise indicated herein) shall continue thereafter until amended or modified by subsequent collective bargaining between the parties. Either party may serve written notice upon the other of its desire to so modify or amend, within ninety (90) days prior to the expiration date. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding Agreement.

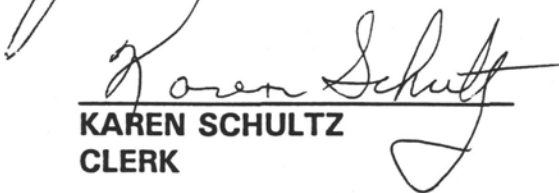
IN WITNESS WHEREOF, the parties hereto set their hands this 18<sup>th</sup> day of July, 1995, for the contract period January 1, 1996 through December 31, 2000.

**CHARTER TOWNSHIP OF SHELBY**

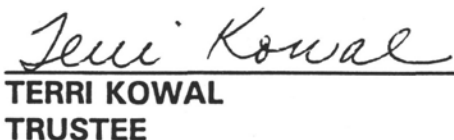
**SHELBY TOWNSHIP COMMAND OFFICERS' ASSOCIATION**

  
\_\_\_\_\_  
JAMES VAN HEVEL  
SUPERVISOR

  
\_\_\_\_\_  
BRIAN SMITH  
POLICE OFFICER LABOR COUNCIL

  
\_\_\_\_\_  
KAREN SCHULTZ  
CLERK

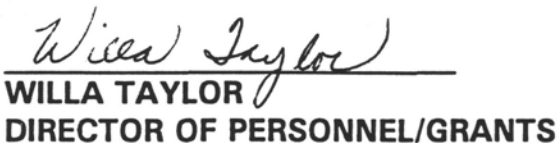
  
\_\_\_\_\_  
LT. TERRY ROBB

  
\_\_\_\_\_  
TERRI KOWAL  
TRUSTEE

  
\_\_\_\_\_  
SGT. LARRY HUYGHE

  
\_\_\_\_\_  
GILBERT PARKER  
TRUSTEE

  
\_\_\_\_\_  
SGT. JAMES LAMBERT

  
\_\_\_\_\_  
WILLA TAYLOR  
DIRECTOR OF PERSONNEL/GRANTS

  
\_\_\_\_\_  
DONALD CAMPBELL  
CHIEF OF POLICE

**ADDENDUM "A"**  
**COMMAND WAGES**  
**1-1-96 THRU 12-31-2000**

	1994-5	1996-	1997-	1998-	1999-	2000-
<b>SERGEANT</b>	<b>\$50,092.00</b>	<b>\$51,595</b>	<b>\$53,143</b>	<b>\$54,737</b>	<b>\$56,379</b>	<b>\$58,070</b>
monthly	\$4,174	\$4,299.56	\$4,429	\$4,561	\$4,698	\$4,839
daily	\$192.66	\$198.44	\$204.40	\$210.53	\$216.84	\$223.35
hourly	\$24.08	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92
<b>SERGEANT 1</b>	<b>\$51,595.00</b>	<b>\$53,143</b>	<b>\$54,737</b>	<b>\$56,379</b>	<b>\$58,070</b>	<b>\$59,812</b>
monthly	\$4,300	\$4,428.57	\$4,561	\$4,698	\$4,839	\$4,984
daily	\$198.44	\$204.40	\$210.53	\$216.84	\$223.35	\$230.05
hourly	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76
<b>LIEUTENANT</b>	<b>\$57,786.00</b>	<b>\$59,520</b>	<b>\$61,306</b>	<b>\$63,145</b>	<b>\$65,039</b>	<b>\$66,990</b>
monthly	\$4,815.50	\$4,959.97	\$5,109	\$5,262.10	\$5,419.95	\$5,582.51
daily	\$222.25	\$228.92	\$235.79	\$242.87	\$250.15	\$257.65
hourly	\$27.78	\$28.62	\$29.47	\$30.36	\$31.27	\$32.21
<b>CAPTAIN</b>	<b>\$64,720.00</b>	<b>\$66,662</b>	<b>\$68,662</b>	<b>\$70,722</b>	<b>\$72,844</b>	<b>\$75,029</b>
monthly	\$5,393	\$5,555.13	\$5,722	\$5,893	\$6,070	\$6,252
daily	\$248.92	\$256.39	\$264.08	\$272.01	\$280.17	\$288.57
hourly	\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07

COMMAND

LETTER OF UNDERSTANDING

CONTRACT YEAR ADJUSTMENT

It is agreed by the parties that the effective date of this agreement will January 1, 1996 and as such will align said agreement with the standard fiscal year.

It is further agreed by the parties that to facilitate this contract year/budget year transition, there exists a interim gap from July 1, 1995 to December 31, 1995, for which the following considerations and compensation components will be given.

1. Each member of the bargaining unit shall be paid a one time "signing bonus" in the amount of twelve hundred dollars (\$1200.00) in cash.
2. Each member of the bargaining unit shall be credited with one half (1/2) his yearly vacation hours, personal hours, and sick hours for use until December 31, 1995. Any unused hours shall be compensated for at the base hourly rate of pay effective, January 1, 1996, as well as any other contractual provision effecting the payment of such hours.
3. Longevity will be prorated to December 31, 1995.
4. Clothing and cleaning allowance in the amount of Nine Hundred (\$900.00) Dollars will be paid July 1, 1995. Effective January 1, 1996, one half (1/2) the clothing and cleaning allowance (\$450.00) Dollars, shall be paid for the 1996 contract year.

CHARTER TOWNSHIP OF SHELBY

  
WILLA TAYLOR

  
CHIEF D.W. CAMPBELL

COMMAND OFFICERS

  
ASSOCIATION PRES.

  
NEGOTIATING SPKSMN

Signed 19TH day of JUNE, 1995





# Charter Township of Shelby

PERSONNEL DEPARTMENT

Willa Taylor

Personnel Director

52700 VAN DYKE • (313) 726-7241 • SHELBY TWP., MICHIGAN 48316-3572

## LETTER OF AGREEMENT

It is mutually agreed that all compensatory time on the Police Command Officer's overtime books as of July 18, 1995, will be paid at the January 1, 1996, regular rate of pay, the includables being: shift premium; longevity; range pay; range officer pay; and PPCT Instructor allowance.

JAMES VAN HEVEL  
Supervisor

KAREN A. SCHULTZ  
Clerk

MARY FIETSAM  
Treasurer

RICK BOTTCHE  
Trustee

GIL PARKER  
Trustee

TERRI KOWAL  
Trustee

LINDA STOUT  
Trustee

### MANAGEMENT

JAMES VAN HEVEL  
SUPERVISOR

  
GILBERT PARKER  
TOWNSHIP TRUSTEE  
TERRI KOWAL  
TOWNSHIP TRUSTEE  
DONALD CAMPBELL  
CHIEF OF POLICE  
WILLA TAYLOR  
DIRECTOR OF PERSONNEL/GRANTS

### COMMAND OFFICERS' ASSOCIATION

  
BRIAN SMITH  
LABOR COUNCIL OF MICHIGAN  
LT. TERRY ROBB  
SGT. JAMES LAMBERT  
SGT. LARRY HUYGHE





