

3914

12/31/2000

**AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF SHELBY
AND
SHELBY TOWNSHIP POLICE PATROL 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 Police Officers' Labor Council, Shelby Township Patrol Officers' Association, hereinafter referred to as the "Association".

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ARTICLE 1

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 Employees who are Members of the Association.
- 1.2 The Employer and the Association recognize that the interest of the community and the job security of the Employees 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 Employees.
- 1.4 It is understood by the Employer and the Association 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 subject to the Township Board.
- 1.5 The Employees 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 Employees shall conform to all Departmental rules, regulations, policies, procedures, and lawful orders. In the event that an Employee is aggrieved concerning an alleged conflict

between the contract and department rules, regulations, policies, procedures, and/or orders, the Employee shall be allowed to follow the grievance procedure concerning that portion of the Contract allegedly violated. The department rules and regulations shall not supersede or modify this contractual Agreement in any way.

1.6 To these ends, the parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended.

ARTICLE 2

RECOGNITION

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

ARTICLE 3

REPRESENTATION

- 3.1 The President and/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, after the grievance has been reduced to writing. The above shall be subject to the emergency requirements of the Department with the approval of the Chief of Police.
- 3.2 The Employer shall not be required to compensate any Employee for such time during off duty hours.
- 3.3 The Members of the Association negotiating team shall be compensated at their base hourly rate of pay, while actually engaged in negotiations with the Employer when such negotiations are conducted during the work schedule of the Employee. Members of the Association negotiating team shall not receive cash payment for the time spent negotiating while off duty; however, the Association negotiating team shall receive fifteen (15) man days of administrative leave per contract year as compensation for time spent negotiating. Time shall be credited in four (4) hour increments from time sheets supplied to the Chief of Police subject to the emergency needs of the Department. Administrative leave will be taken as actual time off work, not to be added to the compensatory time bank. The President of the Association shall receive three (3)

administrative leave days per Contract year, usable in four (4) hour increments. The above shall be subject to the emergency requirements of the Department and with the approval of the Chief of Police.

3.4 No more than one (1) Member of the Association who holds the office of District representative or a state or national FOP office shall be allowed at any one time a combined total of thirty (30) working days off without pay, but with benefits once a year for the purpose of attending meetings and/or conducting FOP business, providing that the Township Board or its designee has given written approval seventy-two (72) hours in advance and the routine business of the Department is not disrupted and there is no conflict with vacations.

3.5 The Employer and the Employees agree that in order for the Association to conduct business and operate properly, it is important the president and secretary of the Association be able to attend the regular quarterly meetings, as well as the executive board meetings of the Association. It is, therefore, agreed that the president and secretary shall be allowed to attend such meetings while on duty provided that:

- A. The meeting is held within the Township.
- B. Dispatch is advised as to location of the meetings.
- C. Dispatch can contact the Employees by radio or telephone in the event their services are needed.

D. No emergency or unusual circumstance exists that would demand the Employee's services.

3.6 In any situation that may lead to disciplinary action, civil and/or criminal litigation, the Employee shall be advised of these possibilities and shall be allowed reasonable time to obtain representation.

3.7 While the Association represents probationary Employees, the parties mutually agree that any probationary Employee may be disciplined, discharged, or suspended during the probationary period without recourse to the grievance procedure.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Shelby Township Board 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 properly exercised by it, shall remain in full force and effect, unless and until changed by the Board or this Agreement. 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 or this Agreement. 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 provisions of this Agreement and the laws of Michigan. Rights reserved exclusively herein by the Employer which shall be exercised exclusively by the Employer 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 of 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 but not in conflict with the provisions of this Agreement.
- C. The right to direct the work force, including the right to hire, promote, lay-off and transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to suspend and discharge Employees for just cause.
- D. Determine the services, methods, schedules, standards of operation, means, and processes of carrying on the work including automation thereof or changes therein the institution of new and/or improved methods or changes therein.

- E. Adopt reasonable rules and regulations, such rules 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.
- 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 Employees as provided for in this Agreement or rights as a citizen under state and/or federal law.

J. Determine the policy and the selection, testing, or training of Employees 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 Contract shall be deemed invalid by any court of competent jurisdiction, the decision shall not invalidate the remaining portions of the Contract. It is the express intention of both parties that all other provisions shall remain in full force and effect.
- 5.2 In the event that any provision of this Contract is held invalid as set forth above, the parties shall enter into negotiations within a reasonable time for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
- 5.3 Should an Employee be terminated or suspended and challenge same, the Employer agrees to continue hospital, medical and surgical benefits until a decision is rendered by the Civil Service Commission or an arbitrator. If a decision is rendered upholding termination of the Employee, the Employer shall be reimbursed any sums advanced.

ARTICLE 6

STRIKE PROHIBITION

The Association agrees that there shall be no strikes, slowdowns, sick-ins, stoppage of work, or any concerted effort of any kind to cause interference with the efficient operation of the Police Department.

ARTICLE 7

PAYDAYS

All Employees shall be paid on a bi-weekly basis on Wednesday, as close to 12:00 noon as practicable for the two (2) week work period ending on the preceding Saturday. Should pay day fall on a recognized holiday, the Employees shall be paid on the preceding day.

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.
- 8.2 The promotion from Patrol Officer to Sergeant shall be based on the following components:
- A. A written test configured and administered by a neutral outside Agency. The examination shall be composed of questions drawn from the Department's Rules & Regulations, the Charter Township of Shelby Ordinances and State Laws.
 - B. All candidates must pass the written examination with a minimum score of seventy (70%) percent.
 - C. An eligibility list will be established of those candidates who have passed the written examination based on the number of active years of service with the Department, with the candidate having the most years of service being at the top of the list and the candidate with the least number of years of service being at the bottom of the list. When a vacancy occurs in the rank of Sergeant, the candidate at the top of the list shall be placed in that position pursuant to Act 78 of Public Acts of 1935, as amended.

- D. Seniority shall mean the number of years or fraction thereof of active service that an Employee has with the Department. In instances where two (2) or more Employees were hired at the same time, seniority shall be determined by entrance level test scores.
- E. In instances where a candidate takes the written examination and fails to pass with the mandatory seventy (70%) percent, and said candidate is entitled to Veteran's Preference as indicated in the M.C.L.A., then one half (1/2%) percentage point shall be added to the candidate's written score. If the addition of such one half (1/2) percentage point places said candidate at a score of seventy (70%) percent or greater, then said candidate will have passed the written examination.
- F. If an Employee wants to examine the written examination, his/her answers and the correct answers, the Employee must request and complete the review within ten (10) days of receiving the results of the written examination. The review will be performed in the presence of a member of the Civil Service Commission or his/her designee. The Employee will not be allowed to bring in 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.

8.3 Employee vacancies shall be filled within a reasonable time. 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 The base annual wage of an Employee after forty-eight (48) months of service for the period of January 1, 1996 through December 31, 2000 shall be found in Addendum A.

9.2 A probationary Employee's base annual wage shall start at thirty (30%) percent less than the base annual wage of a full paid Employee, with increments added pursuant to the schedule in Addendum A.

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)

9.3 All Employees who work shifts, that are not considered days, shall receive a shift premium for each hour worked as prescribed below:

CONTRACT YEAR	BASE HOURLY RATE
1996 - 1997	4%
1997 - 1998	4-1/2%
1998 - 1999	5%

Example: 8 hour shift: 4 p.m. - 12 midnight or
12 midnight - 8 a.m.

12 hour shift: 6 p.m. - 6 a.m.

ARTICLE 10

HOURS OF WORK

10.1 Employees who work an eight (8) hour shift, will work an eighty (80) hour work period. Employees who work a twelve (12) hour shift, will work an eighty-four (84) hour work period. Further, a work 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 pay days.
- D. Days are all other man days which an Employee works.
- E. A man day is whatever day an Employee works.

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

10.4 It is agreed that Employees shall report fifteen (15) minutes prior to the start of each shift for the purpose of roll call, briefing and preparation for duty. It is further agree 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 January 1, April 1, July 1

and October 1 for the previous three (3) months and for every three (3) months thereafter for the term of the Contract. Show up time will be paid only for days actually worked. It is also agreed that any Employee covered under this Agreement shall be present in the squad room in the Police Department fifteen (15) minutes prior to the hour that the shift begins. Roll call shall begin ten (10) minutes prior to the hour. The Employee shall be dressed in the proper uniform of the day and be prepared to provide his/her undivided attention to roll call. If a formal inspection is held, it shall be held during the last ten (10) minutes of show up.

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, overtime shall be paid for excesses of eighty (80) hours per work 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, but, in no event to include the first fifteen (15) minutes of the shift otherwise known as show up time.
- 11.3 Court appearances or show up time covered under the other sections of this Contract, or time not authorized by the shift commander shall not be considered as time worked for the purpose of computing overtime pay. Overtime and court time will be paid by the second work period following the quarter or sooner if possible.
- 11.4 In the event of an unscheduled shift change, an Employee will be paid overtime unless notified twenty-four (24) hours in advance. However, in the event of a scheduled shift change, the Employer agrees to make available the new shift (regardless of duration) to the Employee of the

shift from which the selection is being made in descending order of seniority. All others having refused, the low seniority Employee will be subject to the rescheduling. This Section shall not apply to Section 24.16 of the Contract.

11.5 A list of personnel, in seniority sequence, will be kept or maintained and shall be available to the Employees. This list is to be used as a rotating overtime list. When overtime is required, the first person in line shall be called. If the list is run through, the Employee on duty will be required to work the vacant shift. There will be no charge for refusing overtime. If an Employee declines overtime, he/she shall not be charged overtime hours, in fact, his/her name shall remain in the appropriate place on the overtime list. Employees who are overlooked for overtime shall be compensated four (4) hours at the rate of time and one half (1-1/2) the base hourly rate of pay.

11.6 In the event that an Employee is called in on his/her off-duty time, for any reason, other than disciplinary matters, the Employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) the base hourly rate of pay. This provision does not apply to court appearances. An Employee 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. If an Employee is ordered into work,

he/she shall be paid a minimum of four (4) hours of time paid at time and one-half (1-1/2) the base hourly rate of pay.

- 11.7 Commencing January 1, 1996, Members of the bargaining unit may accrue up to eighty-four (84) hours of compensatory time in lieu of overtime or court time. Said time may be used as time off only. The above shall be subject to the emergency requirements of the Department and with the approval of the Chief of Police.

ARTICLE 12

LONGEVITY PAY

12.1 Employees who are Members of the Association shall receive longevity pay computed as a percentage of the Employee's base annual wage in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Percentage of Base Annual Salary</u>
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%

12.2 In accordance with Section 12.1, Employees shall receive longevity pay on the first payday period following January 1 of the Contract year, corresponding to the years of service completed during that Contract year.

12.3 Upon the death of an Employee, the longevity pay due the Employee shall be paid to the remaining spouse, family or beneficiary on a prorated basis.

ARTICLE 13

COURT APPEARANCES

- 13.1 Whenever, in the course of his/her employment, an Employee is required to appear in court on his/her off duty time, he/she shall be compensated for a minimum of three (3) hours pay at time and one-half (1-1/2) the 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. Compensatory time may be requested and used in lieu of court time payment under the same conditions as set forth in Section 11.7 of this Contract.
- 13.2 In the event that an Employee is scheduled to appear in court on his/her off duty time and through no fault of the Employee the court date is cancelled, the Employee shall be compensated at the rate of two (2) hours pay at time and one half (1-1/2) the base hourly rate of pay if notice of said cancellation has not been given to said Employee at least twelve (12) hours prior to the scheduled court time. It is agreed that if the Employee cannot be personally reached, a telephone call to someone at the Employee'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 Article, court appearance shall include: District Court, Circuit Court, Probate Court, Appellate Court, Supreme Court, Liquor Control Commission Hearings, Driver License Appeal Hearings or similar court appearances. If subpoenaed by a tribunal of competent jurisdiction, the Employee will be required to honor the subpoena and shall be paid pursuant to Section 13.1, otherwise he/she shall not be paid.
- 13.4 Whenever an Employee serves on jury duty, he/she shall be assigned to the day shift and be carried as working days for an eight (8) hour shift for each day served on jury duty, if necessary leave days will be rescheduled. Any compensation received by the Employee for jury duty will be given to the Employer.
- 13.5 All Employees with a scheduled court appearance shall be properly dressed, shall have obtained the appropriate records, reviewed the case to refresh his/her memory, or obtained driving records pertinent to the case.

ARTICLE 14

HOLIDAYS

14.1 Employees hired prior to July 10, 1989 shall be paid eight (8) hours pay for the fourteen and one-half (14-1/2) holidays below, calculated at their base hourly rate of pay at the time of payment.

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/Mother's Day

Employee's Birthday

Police Memorial Day

Christmas Eve Day (1/2 Day)

14.2 Employees hired after July 1, 1989, shall be paid eight (8) hours pay, calculated at their base hourly rate of pay at the time of payment, in accordance with the following schedule:

First Year of Employment	Christmas Day, New Years Day, Thanksgiving Day
Second Year of Employment	Add Good Friday, Easter, Memorial Day
Third Year of Employment	Add Declaration Day, Labor Day, Veteran's Day
Fourth Year of Employment	Add Lincoln's Birthday, Washington's Birthday, Father's/Mother's Day
Fifth Year of Employment	Add Christmas Eve Day (1/2 Day) Employee's Birthday, Police Memorial Day

14.3 By the last pay period of November, Employees shall be paid eight (8) hours pay at the base hourly rate of pay for the above listed holidays. Payment will be at the rate earned by the Employee as of November 1.

14.4 When an Employee retires or terminates employment for any reason, said Employee shall be compensated for the holidays through which said Employee was employed.

ARTICLE 15

VACATIONS

15.1 Employees shall be eligible for vacation with pay according to the guidelines of this entire section:

<u>Years of Service</u>	<u>Amount of Vacation</u>
0 to 1 year	0 hours
1 year to 2 years	40 hours
2 years to 4 years	80 hours
4 years to 6 years	120 hours
6 years to 8 years	160 hours
8 to 12 years	200 hours
13 years and over	208 hours
14 years and over	216 hours
15 years and over	224 hours
16 years and over	232 hours
17 years and over	240 hours

15.2 Vacation time may be taken in four (4) hour increments pursuant to Section 15.4.

15.3 Vacation hours taken in pay will be computed at the Employee's base hourly rate of pay as of the date the vacation is taken. Any Employee who does not take his/her full vacation entitlement in time off may request pay in lieu of any vacation day not taken at any reasonable time

after his/her right to vacation accrues, but in no event later than December 31, of the Contract year in which the vacation accrues.

15.4 Vacations shall be taken at such times as are satisfactory to both the Employee and the Chief of Police. Vacation schedules for the year shall be arranged between November 1st and November 15th of each year for the subsequent year. The traditional vacation policy shall be based on the established seniority list of Employees. Only those vacations earned by November 1st shall be arranged per the traditional vacation selection policy. Any vacation earned by the Employee after November 1st and any subsequent vacations requested through the year shall be meted out on a "first request" basis.

15.5 Employee vacations will be subject to the requirements of the Department. The Chief of Police may require that any Employee waive his/her vacation or any portion thereof to meet the emergency requirements of the Department. In such event, the Employee shall be allowed to take his/her vacation at a later date which is agreeable to the Employee and the Chief of Police. If a later date cannot be agreed upon, the Employee shall receive pay in lieu of vacation computed at the Employee's base hourly rate of pay.

15.6 All Vacations shall be discharged by December 31st of the following year. In no event shall an Employee lose his/her vacation days. Said days not used by December 31st, of the Contract year shall

automatically be computed in cash payment and paid to the Employee on the next regular pay day.

15.7 Once a vacation day(s) has been approved by the Chief of Police, the vacation day(s) must be taken unless a seventy-two (72) hour cancellation notice is given to the Chief of Police. The seventy-two (72) hour notice requirement may be waived by the Chief of Police.

15.8 Each Employee shall be entitled to the following non-deductible personal hours per year with pay:

0-1 year	0 hours
1-2 years	16 hours
2-3 years	32 hours
after 3 years	48 hours

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 hours to be taken. Personal time may be used in four (4) hour increments. Said personal business hours are not to be taken as vacation hours. Personal time taken in four (4) hour increments shall be allowed only during the first or last four (4) hours of the shift. In the event that the first four (4) hours of the shift are not worked, the Employee shall report for roll call fifteen (15) minutes prior to the last four (4) hours which he/she is working.

ARTICLE 16

CLOTHING ALLOWANCE

- 16.1 All newly hired Employees shall be issued their initial uniforms and equipment.
- 16.2 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.
- 16.3 The Employer 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 payment 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 Employee claiming the damage and countersigned by the Shift Commander on duty during the shift in which the damage or loss occurred.
- 16.4 All Employees shall be paid an annual uniform cleaning allowance of Four Hundred Fifty (\$450.00) Dollars. Commencing with the second

year of employment, each Employee shall be paid an annual clothing and equipment allowance of Four Hundred Fifty (\$450.00) Dollars. Said allowances to be paid the first payday in January of each Contract year.

ARTICLE 17

FUNERAL LEAVE

- 17.1 An Employee shall be allowed four (4) paid consecutive working days funeral leave with pay and benefits 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 Employee attends said funeral service.
- 17.2 An Employee shall be immediately allowed ten (10) paid consecutive working days leave upon the death of a spouse, children, or step-children.
- 17.3 In the event of the death of a brother-in-law, sister-in-law, aunt or uncle of the Employee or his/her spouse and the funeral falls upon a working day, the Employee will be granted the day off with pay and benefits, to attend the funeral.
- 17.4 Additional time may be granted at the discretion of the Chief of Police.

ARTICLE 18

LEAVES OF ABSENCE

- 18.1 **Military Leave.** The reemployment rights of Employees who enlist or who are inducted into the Armed Services of the United States, shall be limited by applicable Federal Laws and Regulations.
- 18.2 **Leaves of Absence.** The Employer may allow leaves of absence for Employees, provided the following provisions are met:
- A. The Employee has at least seven (7) years of service with the Shelby Township Police Department or Employees who are hired after January 1, 1988, must have ten (10) years of service with the Shelby Township Police Department.
 - B. The leave of absence is not to exceed (1) one year.
 - C. This shall be a one time benefit.
 - D. Leave of absence must be approved by the Township Board or its designate. While on leave of absence, the Employee will not receive any pay or benefits, but his/her seniority will continue as if he/she were on active duty. Further, the Employer agrees that an Employee may purchase medical coverage under the Township Group Policy for the period of the leave.

ARTICLE 19

SICK LEAVE GRANT SYSTEM

19.1 SHORT TERM SICK LEAVE:

- A. Effective July 10, 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.
- B. 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 July 10, 1992, will accrue sick leave pursuant to Section 19.1 (A).
- C. 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.
- D. 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.
- E. 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 wage.

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

- F. Effective July 10, 1992, all sick time hours accrued prior to that date and in excess of the two hundred forty (240) hour bank will be computed and entered into an additional "Bridge Account". The purpose of the "Bridge Account" is to supplement the yearly allotment of time to enable a Member to reach the Short Term Disability level of sick time. This would occur under circumstances where a Member requires more than the annual allotment of ninety-six (96) hours. Such time used will be deducted from the "Bridge Account" until such account is exhausted, the Member will then begin drawing on the two hundred forty (240) hour bank to fulfill the requirement. The "Bridge Account" is a one-time credit and will be credited pursuant to the attached schedule. Should it not be necessary to utilize the "Bridge Account" during any given year then said account shall remain intact from year to year.
- G. 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.

- H. Any utilization of sick leave allowance by an Employee must be reported to the Chief of Police as soon as possible. The Chief of Police will notify the Personnel Office.
- I. The Personnel Director will notify an Employee of the expiration of the Employer paid allowances.
- J. The Chief of Police may require each Employee desiring sick leave benefits in excess of three (3) days to file with the Chief of Police a doctor's statement of the condition, diagnosis, prognosis for the Employee or other information relevant to the Employee's condition.
- K. Sick leave shall be allowed in cases of actual illness or injury or exposure to contagious disease endangering others or for illness or injury to the Employee and their immediate family living in their home and for whom the Employee is financially responsible and which necessitates their absence from work.

19.2 SHORT TERM DISABILITY PROVISION:

When an Employee has exhausted all of his/her current sick days accumulated pursuant to the provisions of Section 19.1, as well as personal days and, at the Employee's option, vacation time and continues to be absent from work due to illness to the 28th consecutive

calendar day, such Employee will be covered by the Short Term Disability Provision as follows:

- A. When an Employee has a continued illness lasting for twenty-eight (28) consecutive calendar days, he/she is eligible for Short Term Disability from the 29th through the 180th calendar day.
- B. From the 29th through the 180th consecutive days of illness or injury the Employee shall receive one hundred (100%) percent of his/her base annual wage.
- 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 days may be used for illness, injury or disability to the Employee only.
- E. In the event that the section herein is funded by a Short Term policy as opposed to being self funded by the Employer and there is a dispute by the insurance company as to payment of wages, the Employer shall provide benefits as stipulated hereunder until the dispute is resolved. The Employer, however, may require the Employee to submit to a physical examination by a doctor of the Employer's choosing to substantiate the Employee'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 Employer.

19.3 LONG TERM DISABILITY:

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

LONG TERM DISABILITY

Eligibility Requirement:	All Full Time Employees
Enrollment Requirement:	100% of Eligible Employees
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

<u>Age of Disablement</u>	<u>Duration of Benefit</u>
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 Accidental Death & Dismemberment benefit.

- 19.4 During the first six (6) months of a non-duty connected disability, the Employee will receive benefits pursuant to Sections 19.1 and 19.2. During the next twenty-four (24) months, the Employee shall remain an Employee of the Employer only for the purposes of all current life, hospital and health insurance policies and seniority. An Employee 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 Employee and shall be subject to the retirement provisions of this Agreement and Act 345.
- 19.5 In the event that an Employee 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.
- 19.6 An Employee shall be granted disability leave up to one hundred four (104) weeks when he/she is unable to work due to any sickness or injury to the Employee's person while that Employee was actively pursuing the job to which he/she was assigned by the Employer. In the case of compensatory injury or sickness, the disability time to which the Employee is entitled shall be, for the purpose of computation and payment, considered as a fund. The accumulated number of days shall be converted into a monetary figure using the Employee's base hourly

rate of pay. From the first day of disability the fund shall be drawn upon and used to supplement any benefits to which the Employee is entitled under worker's disability compensation, occupational laws, or special risk insurance which is paid for by the Employer. However, the combined amount shall not exceed the amount of the annual salary the Employee would have received had he/she been working his/her regular assigned job with the Employer. Furthermore, any benefit received by the Employee from worker's disability compensation, or special risk insurance shall be deposited with the Treasurer of the Township of Shelby. This Section shall be effective as of January 1, 1982. If any Employee is placed on a service connected disability retirement, he/she shall continue to receive an amount equal to his/her annual salary less the amount the Employee 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 Public Acts of 1937, as amended. The term "Annual Salary" shall mean any increases or decreases as determined by the Collective Bargaining Agreement. If an Employee is placed on a service connected disability retirement, he/she shall continue to receive all insurance benefits as provided for in this Agreement until he/she have met the requirements of the regular pension as provided for in this Agreement and Act 345 of Public Acts of 1937, as amended.

- 19.7 It is further agreed that any Employee who receives said insurance benefits shall fill out and return to the Employer any and all forms which shall be needed for collection of said benefit(s). An Employee who is on disability shall receive his/her benefits in the same manner as if he/she were on active duty. Any Employee 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.
- 19.8 The Employer agrees to advance Seven Hundred Fifty (\$750.00) Dollars per week to an eligible Employee upon his/her request for off duty disability benefits until payments are commenced by the insurance carrier. Upon receipt of said monies from the insurance carrier, the Employee shall immediately repay the monies advanced by the Employer.

Restricted Duty Policy

- 19.9 Restricted duty is limited to Employees 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.
- A. Employees who are assigned to restricted duty will not report to such assignment in uniform.
 - B. Restricted duty assignments shall apply to both on and off-duty injuries.

- C. Restricted duty assignments will be commensurate with physical ability as determined by a medical doctor so that the subject Employee does not further injure himself/herself or endanger the physical well being of his/her fellow police officers and citizens of the community.

ARTICLE 20

AGENCY SHOP

- 20.1 Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.
- 20.2 The Employer agrees to deduct from the wages of an Employee who is a Member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Employer, provided that said form is executed by the Employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Employer and the Union.
- 20.3 Any person employed with the Employer and covered by this Agreement, who is not a Member of the Association and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he/she first becomes a Member of the bargaining unit, whichever is later, shall as condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of

written notice to the Employer from the Union, unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Employer from fulfilling the obligation to discharge if during such thirty (30) day period, the Employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

20.4 The Employer agrees to deduct from the annual salary of any Employee covered by this Agreement who is not a Member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that said form shall be executed by the Employee. The written authorization for association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Employer and to the Union.

20.5 All Union membership dues and service fees will be authorized, levied and certified in accordance with the By-Laws of the Union. Each Employee and the Union hereby authorizes the Employer to rely upon and to honor certification by the Director of Labor Services or his/her agent regarding the amounts to be deducted and the legality of the adopting actions specifying such amounts of Union dues and service fees which

dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083-1431.

20.6 The Union agrees to save and hold harmless the Employer from damages or other financial loss which the Employer may be required to pay or suffer as a consequence of enforcing the above provision.

ARTICLE 21

HOSPITAL-SURGICAL-MEDICAL COVERAGE

21.1 The Employer agrees to provide Blue Cross/Blue Shield benefits for each Employee and his/her eligible dependents, provided under the current plan known as Master Medical Option MVF-1 and, in addition, provide the current plan known as Master Medical Option IV, effective July 1, 1976, subject to the availability of such coverage.

In addition to the above coverage, the Employee 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 Employee and his/her eligible dependents.

The Employer agrees to pay the full cost of said coverage.

The Employer will provide at no cost to the Employee Blue Cross Blue Shield dental coverage (see policy for details).

The Employer will provide at no cost to the Employee Blue Cross Blue Shield vision care coverage (see policy for details).

- 21.2 All Employees hired prior to July 10, 1992, shall have the option to elect the Blue Cross Blue Shield Blue Preferred Plan (PPO) and Master Medical Option 1 in lieu of traditional service.
- 21.3 All Employees hired after July 10, 1992, shall be covered by the Blue Cross Blue Shield Preferred Plan (PPO) and Master Medical Option 1 or at their option, a HMO Plan.
- 21.4 An Employee and his/her dependents shall, upon retirement, be covered by the hospitalization, vision and dental plan equal to the one currently being received by all other Employees covered by this Agreement, at no cost to said Retiree or dependent. In no event shall there be any duplication of benefits.
- 21.5 Upon attainment of eligibility for Medicare insurance, the retiree shall make application for said insurance. The Employer shall provide a hospitalization insurance program to supplement Medicare to equal the hospitalization insurance currently being received by all other Employees covered by this Agreement.
- 21.6 Failure of a retiree to make application for medical insurance when eligible within thirty (30) days after being requested by the Employer to do so, shall discharge any obligation on the part of the Employer to provide hospitalization insurance to each insured and his/her dependents under the terms of this Agreement. The Employer shall make the request in writing, by registered mail and shall inform the retiree and/or spouse

of their obligation, and shall state the date by which the retiree is obligated to comply.

21.7 Upon the death of any Employee or Retiree covered by this Agreement, the Employer shall provide a hospital policy, and all other health care benefits, for the family of the deceased as currently being received by all other Employees covered by 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 they attain their nineteenth (19th) birthday.

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

21.9 At the Employee's option, in lieu of paid medical insurance for the Employee and his/her family, the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be deposited annually by the Employer into the Employee's Deferred Compensation Account.

ARTICLE 22

LIFE INSURANCE

- 22.1 The Employer will provide a Forty Thousand (\$40,00.00) Dollar Group Term Life Insurance coverage with an equal amount of accidental death and dismemberment insurance. The Employer reserves the right to change the insurance carrier without prior negotiations.
- 22.2 The full details of the plans will be governed by the insurance policies and will be available to the Employee beginning with his/her first date of active service. Coverage will terminate when employment ceases.
- 22.3 The terms of coverage with regard to eligibility requirements stated for the insurance set forth in Section 19.3, and Articles 21 and 22 will be as stated in the policy which is then in effect.
- 22.4 In the event that an Employee 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 of notification.

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 Employer 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 Employees who are Members of the Shelby Township Police Patrol Officers' Association shall be permitted to retire upon completion of twenty-five (25) years of service as a Police Officer, regardless of age, upon the following terms and conditions:

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

The Employee shall make written application to the Board stating the requested retirement 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 Employee states his/her desire to retire.

(2) **Pension Computation.**

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

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

Upon regular retirement from service as provided in this subparagraph, an Employee shall receive a regular retirement pension payable throughout the Employee's life calculated by multiplying 2.0% percent of his/her average final compensation multiplied by twenty-five (25) years of his/her

service. Time in service beyond the statutory twenty-five (25) years shall not be credited toward retirement. Final average compensation shall mean the base annual wage plus overtime.

B. Disability Retirement.

After the completion of ten (10) years of service, any Employee 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, shall be permitted to retire and receive a retirement pension throughout the Employee's life of 2.0% 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, shall have their retirement pension averaged using 2.5% or 2.0% percent depending upon the Employees date of hire of his/her average final compensation. The actuarial cost in the difference between 1.5% and 2.0% and 1.5% and 2.5% or 2.0% will be paid by the Employees.

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 pensionable gross of the prior year of employment with the Department only for the purpose of retirement and in no event may be combined or credited in excess of two (2) years of such time.

D. **Military Time.**

Eligible Employees will be allowed to purchase their military time up to two (2) years of such time for the purpose of retirement.

E. **Prior Police Time.**

Eligible Employees hired prior to July 1, 1995 will be allowed to purchase their prior police time up to a maximum of two (2) years for the purpose of retirement.

F. **College Time.**

Employees hired prior to July 1, 1995, and have attained either an Associate's Degree or a Bachelor's Degree from an accredited college or university, shall have the option to either purchase a maximum of two (2) years of such college time to be used for retirement credit. Employees hired after July 1, 1995 are not eligible for the aforementioned options and benefits in Article 23, Sub Section F.

G. **Special Time.**

For those Employees hired prior to July 1, 1995, with special time, this service time will be added to full time service for the purpose of retirement, at no additional cost to the Employee.

H. **Employees hired after July 1, 1995,** are not eligible for any purchases of time other than military time up to two (2) years at five (5%) percent of the pensionable gross.

I. **Contribution Payments.**

For those Employees hired prior to July 10, 1992, 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 currently being paid by the Employee with said contribution being credited as the Employee's contribution. For those Employee's hired after July 10, 1992, their pension contribution shall be at the rate of five (5%) percent of the Employees yearly pensionable gross compensation.

23.3 It is agreed that the retirement pension of an Employee shall be computed under Act 345 of Public Acts of 1937, as amended, as follows:

The Employer agrees that the term "Average Final Compensation" shall mean, the average of the three (3) years of highest annual pensionable compensation received by a Member during his/her five (5) years of service immediately preceding his/her retirement or leaving service.

It is further agreed, that "five (5) years immediately preceding his/her retirement or leaving service" shall mean the one thousand eight hundred twenty-five (1825) days immediately preceding the actual day of retirement.

23.4 For Employees hired prior to July 1, 1995, "Average Final Compensation" shall include and be limited to, regular wages, overtime pay, longevity pay, holiday pay, accrued unused sick leave in pay, pursuant to Section 19.1 (D) compensatory time in pay, court time and show-up time. Accrued unused vacation taken in pay.

For Employees hired after July 1, 1995, "Average Final Compensation shall include and be limited to: base annual wages and overtime pay.

23.5 Employees with ten (10) or more years of service with the Shelby Township Police Department shall be provided with survivor pension benefits for their spouse and eligible dependents.

23.6 All Members of the Bargaining Unit shall receive a "Retirement Benefit Allowance" to be determined in the following manner: On July 1 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.

23.7 Upon retirement, a Member may withdraw his/her annuity savings plus accumulated interest which will accumulate up to the date of retirement and take a reduced pension established by actuarial computation, computed by the actuaries as determined by a court of record.

23.8 **Retiree Health Care.**

Pursuant to Article 21, Sections 21.4, 21.5 and 21.6 at no cost to the Retiree.

ARTICLE 24

SAFETY-HEALTH-WELFARE

- 24.1 It shall be the duty of the Employees to report all defects and/or damage 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 Employees.
- 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.
- 24.6 All Employees shall be allowed to carry their own weapon off duty after registering the make, caliber and serial number with the Chief of Police and qualifying annually with the off-duty weapon.
- 24.7 All Employees may carry a second gun while on duty, provided that it is concealed and the provisions of Section 24.6 are satisfied.
- 24.8 All Employees shall qualify with Department issued weapons. These qualifications shall be accomplished once during each of the four (4) quarters while on or off duty. For qualifying, each Employee shall be

paid Sixty (\$60.00) Dollars per quarter if they qualify. This payment is to be paid in the next court time and overtime work period. At no time will an Employee be paid more than Two Hundred Forty (\$240.00) Dollars in one (1) year for range qualifications. Scores will be certified by the Range Officer. Designated Range Officers shall be required to qualify in order to earn range pay, but not necessarily off duty. Further, all Employees will qualify annually with their off-duty weapon without any additional compensation.

24.9 Upon retirement only, the Employee's Department issued handgun shall be presented as a gift to the Employee by the Chief of Police.

24.10 Each Employee covered under this Contract shall be covered with Police Professional Insurance in the amount of One Million (\$1,000,000.00) Dollars for each occurrence, likewise, each Employee covered under this Contract 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 Employees covered by this Agreement to outside agencies and/or departments.

24.12 All Employees checks will be sealed in separate envelopes.

24.13 The Employer recognizes that in many instances while making warrant arrests, it is desirable that an Employee not work alone and, when

practicable, another Employee shall accompany the arresting Officer.

24.14 All newly hired personnel shall satisfactorily complete the Field Training Officer program prior to working alone. Field Training Officers shall receive one (1) hour at time and one-half (1-1/2) the base hourly rate of pay for each day they train probationary Employees.

24.15 Employees covered under this Agreement shall have the opportunity to select the work shift of their preference every twelve (12) weeks based on their seniority. Selection shall be based with seniority to be the final designated factor. During the eighth (8th) week of the current schedule, shift preference forms will be placed in the Employees mail box. The Employee shall complete the form and return it within seven (7) days from the date the form was issued or forfeit position on the seniority list for that shift period. The department schedule will then be adjusted according to the changes and the shift period will be posted ten (10) days prior to the beginning of a new shift. The above selection will pertain to all Employees except probationary Employees, whose shift selection shall be determined by the Chief of Police or his designee during their probationary period and until the next shift selection thereafter. Employees who are assigned duties under Section 24.24 shall have the right to select their shift preference from the shifts made available to them. These preferences shall be made by seniority of Employees of that specialty assignment.

24.16 Employees will be able to trade work or leave days only upon twenty-four (24) hour written notice to the Chief of Police or Shift Commander which shall be signed by the Employees involved. Permission will not be unreasonably withheld in this connection.

24.17 No Employee under this Contract shall be required to carry a department issued side arm on duty for which said Employee has not been given range time to sight in and determine the weapon's functional ability.

24.18 An off-duty Employee who acts within the legal scope of his/her lawful duty and authority while within the Charter Township of Shelby, shall be indemnified by the Employer.

24.19 In the interest of providing residents of Shelby Township with professional, knowledgeable and well trained police officers who are capable of dealing with the problems that arise out of their work in a professional manner, the Employer agrees to reimburse the tuition of any Employee who attends a professional school, university or college and successfully completes any course required for a degree, that pertains to some aspect of law enforcement. The following shall be the criteria for reimbursement:

- A. Job related and required class for job related degree.
- B. Prior approval.
- C. Non-duty hours.
- D. Pass with a minimum "C" grade.

- E. Paid after presentation of grade.
- F. Within the budget, the Employer agrees to make reasonable funds available for this benefit.

24.20 An Employee who acts within the legal scope of his/her lawful duty and authority while within his/her lawful jurisdiction shall be covered by the limits of the Township's liability policy.

It is further agreed that for the term of this Agreement, at no time shall the Township liability policy be less than the policy in effect on July 1, 1980 as provided.

This provision shall apply to retired officers for actions taken while employed by the Employer that were within the legal scope of the Employee's lawful duty and authority within the Employee's lawful jurisdiction.

24.21 Seniority, layoffs, and their application shall be governed by the provisions of Act 78 of Public Acts of 1935, as amended. Layoffs shall be in numerical order commencing with the last Employee hired by the Employer. Further, in the event the Department shall be increased in numbers, the first Employee laid off shall be the last to be called.

24.22 The Employer shall furnish and equip all future squad cars with halogen spot lights and alley lights.

24.23 In the event that an Employee seriously wounds or takes the life of another in a duty situation, the Employee shall be placed on a paid

administrative leave with full pay and benefits for a minimum of ten (10) working days. Such Employee will not work as a police officer, but may be assigned duties within the police station for observation and possible psychological evaluation if needed. Being placed on such leave does not indicate any wrong doing by the Employee. Return to regular assigned duties will be at the discretion of the Chief of Police after meeting with the affected Employee and the Union.

24.24 Job Assignments:

The Employer shall make job assignments within the bargaining unit for specialty bureaus known as Evidence Technician, School Liaison, Special Investigator (detective bureau), Court Officer, D.A.R.E. Officer (full time), SST (Safe Streets Team), outside Agency assignments.

- A. When making special job assignments, the following factors shall be considered by the Employer:
 - 1. The seniority of the members of the bargaining unit.
 - 2. The nature of the assignment and the skills it calls for.
 - 3. The stated assignment preference.

- B. In the event an Employee is transferred from one assignment to another on a temporary basis due to manpower requirements, reassignment to the initial job will not be considered a job opening for purposes of this Article.

- C. The Employer may make temporary assignments of Employees within its discretion which shall be limited to ninety (90) days. Upon termination of prior to said ninety (90) day period, a job opening shall be filled as provided in this Article. Furthermore, selecting an Employee temporarily for an assignment shall not create a preference for that Employee in permanently filling that assignment.
- D. Any new bureaus or division initiated in the Department will be covered by this Agreement.
- E. After completing a specialty assignment, an Employee will be assigned to road patrol duties for a minimum of two (2) years.
- F. Job assignment openings shall be posted for twenty (20) days prior to being filled. If a job assignment is posted and no one requests the assignment, the provisions of Section 24.24 (E) shall be waived. In the event there are no applicants, the position can be filled by/or at the discretion of the Employer.
- G. Special Assignments shall be rotated on the following basis:

Assignment	Term (maximum)
Evidence Technician	6 years
School Liaison	5 years
Court Officer	5 years
Special Investigator	5 years

Safe Streets Team (SST) 5 years

D.A.R.E. (Full Time) 5 years

Outside Agency Assignments 5 years

24.25 Deferred Compensation:

The Employer will provide a Deferred Compensation Plan as outlined in the United States Conference of Mayors for all Employees.

24.26 Employees shall be permitted to engage in part-time outside employment provided that the nature of such work does not negatively impact either their image as a Law Enforcement Agent or that of the Department or that such work does not interfere with their normal duties as Law Enforcement Officers. The engaging in such part-time employment is subject to the approval of the Chief of Police or his/her designee.

24.27 Members of the bargaining unit who are assigned and trained to be Range Officers or Physical Training Instructors shall be compensated in the amount of Five Hundred (\$500.00) Dollars per year on the first pay day in January.

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. Every effort shall be made to settle grievances in an expedient and professional manner in order to maintain mutual cooperation between the Employer and Employee.
- 25.2 A grievance shall mean a complaint by an Employee or group of Employees based upon an event, condition or circumstances under which an Employee works, which is allegedly caused by a violation or a misinterpretation of any of the provisions of this Agreement.
- 25.3 The termination of any first year of employment probationary Employee shall not be the basis of any grievance filed with the procedure written in this Article.
- 25.4 **Step 1:**
The aggrieved Employee shall first discuss the grievance with the Shift Commander, with or without a representative of the Association present.
- 25.5 **Step 2:**
The aggrieved Employee shall submit the grievance to the Grievance Panel in writing within ten (10) days after the alleged violation. The

grievance shall contain a special statement of facts as to its cause, indicate the Section of the Contract violated, the date of the violation, state the remedy sought, and contain the date and signature of the grievant.

25.6 **Step 3:**

Within ten (10) 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. The Chief of Police shall present the panel with his written decision within ten (10) days after receiving the grievance in writing.

25.7 **Step 4:**

If the decision of the Chief of Police is not satisfactory, the panel may submit the written grievance to the Personnel Director within ten (10) days after receiving the Chief of Police's decision. The Personnel Director shall meet with the aggrieved Employee and panel representatives in an effort to settle the dispute. The Personnel Director shall submit to the panel a written decision within ten (10) days after being presented with the written grievance. All written answers in each step of the grievance procedure shall be hand delivered to the panel member.

Step 5:

If the Personnel Director's decision is not satisfactory, the grievance may be filed by the panel to arbitration if the grievance is covered exclusively by the Contract. The arbitrator shall be chosen by mutual agreement between the parties within ten (10) days after receiving the written response from the Personnel Director. Should the parties fail to agree on a mutually acceptable arbitrator, the arbitrator shall be chosen from a list of arbitrators supplied by M.E.R.C. The cost of the arbitrator shall be shared equally by the Employer and the Association. The time limitations may be extended if mutually agreed upon.

- A. If the dispute includes discipline or discharge the involved party shall have ten (10) days to appeal the final administrative decision to either an Act 78 Civil Service Hearing or to file a grievance at the Personnel Director's level (Step 4) and follow the grievance procedure from that Step.
- B. An election as to remedy must be made within the ten (10) day period, and both appeal procedures cannot be used beyond this step.
- C. In the event that the appeal is to arbitration, the arbitrator shall be chosen from a list of arbitrators supplied by the Michigan Employment Relations Commission (M.E.R.C.). The cost of the

arbitrator shall be shared equally by the Employer and the Association. Time limits shall be extended by mutual consent.

25.9 Notwithstanding any other provisions herein, individual members may present their own grievances to the Employer in accordance with Steps set forth, and have them adjusted without the intervention of the Union Officers, provided however, that the Employer has given the Union notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.

25.10 **Powers of the Arbitrator.**

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 submitted at lower levels. If an Employee is found to have been improperly deprived of any compensation, the arbitrator may award such reimbursement.

25.11 Each party shall bear the expense of preparing their case, including the cost of their own witnesses.

25.12 If the grievance is not carried forward, it shall be considered dropped. The time limit may be extended by mutual agreement of the parties in writing and signed by the parties. For the purpose of the aforementioned section, days shall mean normal Township business days.

ARTICLE 26

PERSONNEL FILE

The Employer shall keep a personnel file on each Employee. Prior to any material being placed in the Employee's file, he/she shall be given a copy of the material and shall initial same. If an Employee requests to review his/her personnel file, he/she shall be allowed to do so while off duty. 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. Any material which is considered outdated or minor in nature shall be removed after one (1) year.

ARTICLE 27

MAINTENANCE OF CONDITIONS

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. This Agreement shall supersede any rules, regulations, ordinances or resolution inconsistent with this Agreement. All economic benefits effective January 1, 1996, and all other benefits, economic and non-economic, not indicated herein are to remain as set forth in the current Agreement.

ARTICLE 28

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 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 18th day of July, 1995, for the contract period January 1, 1996 through December 31, 2000.


CHARTER TOWNSHIP OF SHELBY



JAMES VAN HEVEL
SUPERVISOR



KAREN SCHULTZ
CLERK



TERRI KOWAL
TRUSTEE



GILBERT PARKER
TRUSTEE



WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS



DONALD W. CAMPBELL
CHIEF OF POLICE

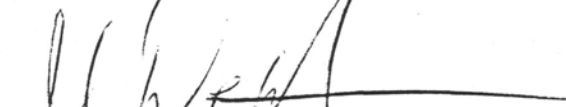
**SHELBY TOWNSHIP POLICE
PATROL OFFICERS' ASSOCIATION**



MICHAEL SOMERO
FIELD REPRESENTATIVE



OFFICER GREG TROSZAK



OFFICER JOSEPH DEMEESTER



OFFICER ART MILLER

ADDENDUM "A"
PATROL WAGES
1-1-96 THRU 12-31-2000

	1994-5	1996-	1997-	1998-	1999-	2000-
48 MONTHS	\$43,461	\$44,765	\$46,108	\$47,491	\$48,916	\$50,384
monthly	\$3,622	\$3,730	\$3,842	\$3,958	\$4,076	\$4,199
weekly	\$836	\$861	\$887	\$913	\$941	\$969
daily	\$167.16	\$172.17	\$177.34	\$182.66	\$188.14	\$193.78
hourly	\$20.89	\$21.52	\$22.17	\$22.83	\$23.52	\$24.22
overtime hourly	\$31.34	\$32.28	\$33.25	\$34.25	\$35.28	\$36.33
showup	\$7.84	\$8.07	\$8.31	\$8.56	\$8.82	\$9.08
42 MONTHS	\$40,420.86	\$41,633.49	\$42,882.49	\$44,168.97	\$45,494.03	\$46,858.86
monthly	\$3,368.41	\$3,469.46	\$3,573.54	\$3,680.75	\$3,791.17	\$3,904.90
weekly	\$777.32	\$800.64	\$824.66	\$849.40	\$874.89	\$901.13
daily	\$155.46	\$160.13	\$164.93	\$169.88	\$174.98	\$180.23
hourly	\$19.43	\$20.02	\$20.62	\$21.24	\$21.87	\$22.53
overtime hourly	\$29.15	\$30.02	\$30.92	\$31.85	\$32.81	\$33.79
showup	\$7.29	\$7.51	\$7.73	\$7.96	\$8.20	\$8.45
36 MONTHS	\$38,844.93	\$40,010.28	\$41,210.59	\$42,446.90	\$43,720.31	\$45,031.92
monthly	\$3,237.08	\$3,334.19	\$3,434.22	\$3,537.24	\$3,643.36	\$3,752.66
weekly	\$747.02	\$769.43	\$792.51	\$816.29	\$840.78	\$866.00
daily	\$149.40	\$153.89	\$158.50	\$163.26	\$168.16	\$173.20
hourly	\$18.68	\$19.24	\$19.81	\$20.41	\$21.02	\$21.65
overtime hourly	\$28.01	\$28.85	\$29.72	\$30.61	\$31.53	\$32.47
showup	\$7.00	\$7.21	\$7.43	\$7.65	\$7.88	\$8.12
30 MONTHS	\$37,270.12	\$38,388.22	\$39,539.87	\$40,726.07	\$41,947.85	\$43,206.28
monthly	\$3,105.84	\$3,199.02	\$3,294.99	\$3,393.84	\$3,495.65	\$3,600.52
weekly	\$716.73	\$738.24	\$760.38	\$783.19	\$806.69	\$830.89
daily	\$143.35	\$147.65	\$152.08	\$156.64	\$161.34	\$166.18
hourly	\$17.92	\$18.46	\$19.01	\$19.58	\$20.17	\$20.77
overtime hourly	\$26.88	\$27.68	\$28.51	\$29.37	\$30.25	\$31.16
showup	\$6.72	\$6.92	\$7.13	\$7.34	\$7.56	\$7.79
24 MONTHS	\$35,694.19	\$36,765.02	\$37,867.97	\$39,004.01	\$40,174.13	\$41,379.35
monthly	\$2,974.52	\$3,063.75	\$3,155.66	\$3,250.33	\$3,347.84	\$3,448.28
weekly	\$686.43	\$707.02	\$728.23	\$750.08	\$772.58	\$795.76
daily	\$137.29	\$141.40	\$145.65	\$150.02	\$154.52	\$159.15
hourly	\$17.16	\$17.68	\$18.21	\$18.75	\$19.31	\$19.89
overtime hourly	\$25.74	\$26.51	\$27.31	\$28.13	\$28.97	\$29.84
showup	\$6.44	\$6.63	\$6.83	\$7.03	\$7.24	\$7.46
18 MONTHS	\$34,119.38	\$35,142.96	\$36,197.25	\$37,283.17	\$38,401.66	\$39,553.71
monthly	\$2,843.28	\$2,928.58	\$3,016.44	\$3,106.93	\$3,200.14	\$3,296.14
weekly	\$656.14	\$675.83	\$696.10	\$716.98	\$738.49	\$760.65
daily	\$131.23	\$135.17	\$139.22	\$143.40	\$147.70	\$152.13
hourly	\$16.40	\$16.90	\$17.40	\$17.92	\$18.46	\$19.02
overtime hourly	\$24.61	\$25.34	\$26.10	\$26.89	\$27.69	\$28.52
showup	\$6.15	\$6.34	\$6.53	\$6.72	\$6.92	\$7.13

ADDENDUM "A"
PATROL WAGES
1-1-96 THRU 12-31-2000

	1994-5	1996-	1997-	1998-	1999-	2000-
12 MONTHS	\$32,544.57	\$33,520.91	\$34,526.53	\$35,562.33	\$36,629.20	\$37,728.08
monthly	\$2,712.05	\$2,793.41	\$2,877.21	\$2,963.53	\$3,052.43	\$3,144.01
weekly	\$625.86	\$644.63	\$663.97	\$683.89	\$704.41	\$725.54
daily	\$125.17	\$128.93	\$132.79	\$136.78	\$140.88	\$145.11
hourly	\$15.65	\$16.12	\$16.60	\$17.10	\$17.61	\$18.14
overtime hourly	\$23.47	\$24.17	\$24.90	\$25.65	\$26.42	\$27.21
showup	\$5.87	\$6.04	\$6.22	\$6.41	\$6.60	\$6.80
6 MONTHS	\$30,968.63	\$31,897.69	\$32,854.62	\$33,840.26	\$34,855.47	\$35,901.13
monthly	\$2,580.72	\$2,658.14	\$2,737.88	\$2,820.02	\$2,904.62	\$2,991.76
weekly	\$595.55	\$613.42	\$631.82	\$650.77	\$670.30	\$690.41
daily	\$119.11	\$122.68	\$126.36	\$130.15	\$134.06	\$138.08
hourly	\$14.89	\$15.34	\$15.80	\$16.27	\$16.76	\$17.26
overtime hourly	\$22.33	\$23.00	\$23.69	\$24.40	\$25.14	\$25.89
showup	\$5.58	\$5.75	\$5.92	\$6.10	\$6.28	\$6.47
Starting Wage	\$30,422.83	\$31,335.51	\$32,275.58	\$33,243.85	\$34,241.16	\$35,268.40
monthly	\$2,535.24	\$2,611.29	\$2,689.63	\$2,770.32	\$2,853.43	\$2,939.03
weekly	\$585.05	\$602.61	\$620.68	\$639.30	\$658.48	\$678.24
daily	\$117.01	\$120.52	\$124.14	\$127.86	\$131.70	\$135.65
hourly	\$14.63	\$15.07	\$15.52	\$15.98	\$16.46	\$16.96
overtime hourly	\$21.94	\$22.60	\$23.28	\$23.97	\$24.69	\$25.43
showup	\$5.48	\$5.65	\$5.82	\$5.99	\$6.17	\$6.36

**LETTER OF UNDERSTANDING
TWELVE HOUR SHIFTS**

The shift scheduling system commonly known as the "Twelve Hour Shift System" will be continued as is currently implemented as of the execution date of the Bargaining Agreement. Further, said system will remain implemented on a yearly review basis. Should a need for change arise, such change shall be the prerogative of the Employer after discussing the matter with representatives from the Bargaining Unit. After such discussions, should the Employer be persuaded to continue such system for a trial period, in an effort to resolve some difficulty, and then make the decision to change said system, then such change would be done as if it were a yearly review. With regard to the foregoing the following points are agreed to:

1. Unless otherwise determined, the Twelve (12) Hour Shift System will apply to members of the Bargaining Unit assigned to general road patrol function.
2. Payment for those required extra hours worked, which amounts to one hundred four (104) hours per year, will be paid at straight time rate on a quarterly basis.
3. Benefit time shall be computed from days to hours.
4. No officer shall work a double shift.
5. Long weekends shall consist of Friday, Saturday and Sunday.
6. Vacations shall be allotted by seniority by platoon.
7. Funeral days shall be man days.
8. Lunch periods shall be one-half (1/2) hour per shift.
9. Shift/platoon selection shall be by platoon.

CHARTER TOWNSHIP OF SHELBY

Willa Taylor
WILLA TAYLOR
Donald Crispbell
CHIEF DONALD CRISPHELL

Rev. Henry 20
ASSOCIATION PRESIDENT
Greg
NEGOTIATING SPOKESMAN
DATE: 2-15-94

PATROL

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

COMMAND OFFICERS

Willa Taylor
WILLA TAYLOR

[Signature]
CHIEF D.W. CAMPBELL

[Signature]
ASSOCIATION PRES.

[Signature]
NEGOTIATING SPKSMN

Signed 19th day of June, 1995

[Signature]



Charter Township of Shelby

PERSONNEL DEPARTMENT

Willa Taylor

Personnel Director

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

JAMES VAN HEVEL
Supervisor

KAREN A. SCHULTZ
Clerk

MARY FIETSAM
Treasurer

RICK BOTTCHER
Trustee

GIL PARKER
Trustee


TERRI KOWAL
Trustee

LINDA STOUT
Trustee

LETTER OF UNDERSTANDING COLLEGE TIME PURCHASE - SPECIAL CONSIDERATION

The parties agree that pursuant to Article 23, Section 23.2 (A) (3) (C) - Purchase of Military/College/Prior Police Service, the degree requirement shall be waived for Officer Gerald Van Hoet. A maximum of two (2) years college time at one (1%) percent of the pensionable gross may be purchased.

MANAGEMENT



JAMES VAN HEVEL
SUPERVISOR



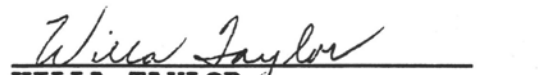
GILBERT PARKER
TOWNSHIP TRUSTEE



TERRI KOWAL
TOWNSHIP TRUSTEE



DONALD CAMPBELL
CHIEF OF POLICE



WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS

PATROL OFFICERS' ASSOCIATION



MICHAEL SOMERO
LABOR COUNCIL OF MICHIGAN



OFFICER JOSEPH DEMEESTER



OFFICER GREG TROSZAK



OFFICER ART MILLER



Charter Township of Shelby

PERSONNEL DEPARTMENT

Willa Taylor

Personnel Director

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

LETTER OF AGREEMENT

JAMES VAN HEVEL
Supervisor

KAREN A. SCHULTZ
Clerk

MARY FIETSAM
Treasurer

RICK BOTTCHE
Trustee

GIL PARKER
Trustee

TERRI KOWAL
Trustee

LINDA STOUT
Trustee

It is mutually agreed that all compensatory time on the Police Patrol 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.

MANAGEMENT

PATROL OFFICERS' ASSOCIATION



JAMES VAN HEVEL
SUPERVISOR



MIKE SOMERO
LABOR COUNCIL OF MICHIGAN



GILBERT PARKER
TOWNSHIP TRUSTEE



OFFICER GREG TROSZAK



TERRI KOWAL
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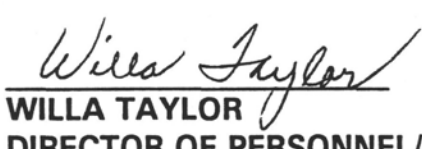
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WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS



