

**AGREEMENT**  
**BETWEEN THE**  
**CHARTER TOWNSHIP OF SHELBY**  
**AND**  
**POLICE OFFICERS' LABOR COUNCIL**  
**911 POLICE/FIRE COMMUNICATION TECHNICIANS' ASSOCIATION**

**For the term expiring December 31, 2025**

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The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and the public, and to promote a safe, productive workplace. Upon reasonable suspicion, the Township may require an employee to submit to a drug or alcohol test. Reasonable suspicion is the quantity of proof or evidence that is more than a hunch, but less than probable cause. It must be based on specific, objective facts and any derived inferences from those facts about the conduct of an individual that would lead

a reasonable person to suspect that the individual is or has been using drugs, including medical and recreational marijuana, while on or off duty or is under the influence of alcohol if on duty (defined as a Blood Alcohol Content (BAC) of 0.02 or more). Discipline shall be subject to the just cause provision of Article 4.1(C). Within five days of receiving written request from the Union, the Township shall articulate the facts constituting reasonable suspicion. .... 45

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## **AGREEMENT**

This Agreement, made in the Charter Township of Shelby, Macomb County, Michigan effective the 1<sup>st</sup> day of January 2021, by and between the Charter Township of Shelby, hereinafter referred to as the "Township" or "Employer" and the Police Officers' Labor Council, hereinafter referred to as the "Union" and the Shelby Township 911 Police/Fire Communication Technicians, hereinafter referred to as the "Association".

### **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 Union;
- 1.2 The Employer and the Union 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 Union 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 Union that the 911 Police/Fire Communication Technicians Union is predicated on immediate response time for police and fire emergencies. 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 911 Police/Fire Communication Technicians' Union, 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 Union 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 and/or Designee.

- 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 Union 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 Union negotiating team shall not be paid for the time spent negotiating while off duty. Not more than one duly designated representative of the Union shall be afforded reasonable time off during regular working hours without loss of pay to fulfill or discharge Union responsibilities concerning contract negotiation, the processing of grievances, and to attend POLC Conferences and POLC Trainings.; Union leave is subject to the approval of the Chief of Police and to the emergency needs of the Department.
- 3.4 The Employer and the Employees agree that in order for the Union to conduct business and operate properly, it is important the President and secretary of the Union 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/or his/her Designee shall be allowed to attend such meetings while on duty provided that:
  - A. The meeting is held within the Township Hall.
  - B. The Police Chief/Designee is advised as to location of the meetings.

- C. The Police Chief/Designee can contact the Employees in the event their services are needed.
  - D. No emergency or unusual circumstance exists that would demand the Employee's services.
- 3.5 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.
- 3.6 While the Union 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.
- 3.7 The Employer shall indemnify and save harmless from any and all liability arising out of the performance of the Employee's duties. Said indemnification is predicated on said duties being performed within the legal scope and authority of the Employee and absent gross negligence on the Employee's part.

#### **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 placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of 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.
- I. Determine the policy and the selection, testing, or training of Employees providing such selection shall be based upon lawful criteria.

**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 suspended, the Employer agrees to continue hospital, medical and surgical benefits.

**ARTICLE 6 STRIKE PROHIBITION**

The Union 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 Thursday, as close to 12:00 noon as practicable for the two (2) week work period ending on the preceding Saturday. Should a payday fall on a recognized holiday, the Employees shall be paid on the preceding day.

**ARTICLE 8 WAGES**

8.1 Effective January 1, 2021, the wage schedule in effect on December 31, 2020 shall be adjusted to the market as provided in the wage table set forth in Addendum A. Effective January 1, 2022, the wage schedule in effect on December 31, 2021 shall be increased by two percent-and-one-quarter percent (2.25%). Effective January 1, 2023 the wage in effect on December 31, 2022 shall be increased by two-and-one-quarter percent (2.25%). Effective January 1, 2024 the wage in effect on December 31, 2023 shall be increased by two-and-one-quarter percent (2.25%). Effective January 1, 2025 the wage in effect on December 31, 2024 shall be increased by two-and-one-quarter percent (2.25%).

Employees hired on or after January 1, 2011 shall receive wages which are five percent (5%) less than those contained in Addendum A. See Addendum B, wage scale for employees hired on or after January 1, 2011.

Effective upon the ratification of this agreement, December 7, 2021, Employees hired on or after January 1, 2011 shall receive wages which are three percent (3%) less than those contained in Addendum A. See Addendum B.

Effective January 1, 2022, Employees hired on or after January 1, 2011 shall receive wages which are two percent (2%) less than those contained in Addendum A. See Addendum B.

Effective January 1, 2023, Employees hired on or after January 1, 2011 shall receive wages which are one percent (1%) less than those contained in Addendum A. See Addendum B.

Effective January 1, 2024, Employees hired on or after January 1, 2011 shall receive the same wages as those employees hired before January 1, 2011.

See Addendum B.

- 8.2 All Employees who work a shift that begins at or after 3 p.m. shall receive a shift premium of five (5%) percent of their base hourly rate for each hour worked on such shift.
- 8.3 Those Members who are designated as Terminal Agency Coordinators (TAC) or Master Street Address Guide (MSAG), shall receive additional compensation of Five Hundred Dollars (\$500.00) per year. Members so designated shall receive such compensation on a pro-rata basis, spread evenly over all pay periods of the applicable contract year. The Township shall compensate no more than two (2) individuals annually for TAC designation and no more than one (1) for MSAG designation each year.
- 8.4 Employees assigned to train new Employees shall receive one (1) hour of pay at time and one half (1-1 /2) for each completed shift of training.

#### **ARTICLE 9 HOURS OF WORK**

- 9.1 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. The Employer shall designate a pay period consisting of fourteen (14) consecutive days, comprising two (2) workweeks. The Employee's days off shall be consecutive.
- 9.2 DEFINITION OF DAYS:
- A. Benefit days are considered as eight (8) hour days.

- B. Vacation and personal days are benefit days.
- C. Holidays are considered as eight (8) hour pay days.
- D. Workdays are all other days, which an Employee works.

9.3 Each Employee shall be allowed one-half (1/2) hour for lunch within each workday. In addition, Employees will be allowed two (2) twenty (20) minute breaks per shift, separate from the one-half (1/2) hour lunch period. All of these periods are subject to the following:

- 1. The emergency requirements of the Department.
- 2. Lunch may be taken off property, provided one (1) Member of the Unit remains on the premises.
- 3. Upon the Shift Commander's approval.

#### **ARTICLE 10 OVERTIME**

10.1 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.

10.3 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, with more than forty-eight (48) hours notice, said assignment shall be posted for a period of not less than twenty-four (24) hours and the Employee with the lowest number of accumulated hours who signs up shall be given the assignment. Should no one sign up for the overtime or the assignment is generated with less than forty-eight (48) hours advance notice, the

first (1<sup>st</sup>) person with the lowest number of hours in line shall be called. If two (2) or more Employees have the same number of hours, the Employee with the most seniority shall be called first. If the list is run through, the Employee on duty, with the lowest seniority, will be required to work part of the vacant shift with the other part of the shift to be covered pursuant to the overtime language. If an Employee is ordered to work, those hours shall not be accrued on the rotating overtime list.

- 10.4 Each January 1<sup>st</sup>, the hours on the overtime list shall be reduced to zero for all Employees and they shall be placed in seniority order. Newly hired Employees, who have completed their required training, shall be credited with the highest number of hours of any current Employees on the list.
- 10.5 In the event that an Employee is called in on his/her off-duty time, for any reason, other than disciplinary reasons, 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.
- 10.6 In the event of an unscheduled shift change to an employee's regularly assigned shift, an Employee will be paid overtime for hours worked during the shift unless notified twenty-four (24) hours in advance.
- 10.7 Absent emergency requirements of the Department: No Employee will be required to work more than six (6) hours past the end of his/her shift.
- 10.8 Employees required to work sixteen (16) hours or more consecutively, shall be granted a minimum of eight (8) hours rest time off before reporting back to duty. This rest time shall be granted without loss of pay or benefit time.

- 10.9 Compensatory time in lieu of overtime, may be accrued to a maximum of eighty-four (84) hours. Said time, may be used as time off only and is subject to the approval of Chief of Police or his Designee.
- 10.10 In the event an Employee is required to appear in any court of record or similar proceeding while off duty, regarding matters arising out of the Member's employment with the Township, said Member shall be compensated at time and one half (1-1/2) the base hourly rate. A minimum of three (3) hours at time and one half (1-1/2) the base hourly rate of pay will be paid regardless of time actually spent.
- 10.11 In the event that there is an error by management in offering overtime pursuant to Section 10.3, such error will be corrected only by compensating the most senior Employee who had the lowest number of overtime hours at the time of the mistake with four (4) hours at straight time.
- 10.12 When an employee is scheduled to work an overtime assignment and said assignment is cancelled with less than twelve (12) hour's notice, the employee shall be paid two (2) hours straight time.
- 10.13 FLSA/Overtime: Effective no later than 60 days after mutual ratification, the payroll system shall be changed as follows pursuant to the request of the Finance Director:
- Remove base rate of pay from the calculation of FLSA overtime for periodic payments such as longevity and other annual bonuses.
- Shift and TAC/MSAG payments earned within a 14-day cycle shall be included in the FLSA overtime calculation for the 14-day cycle in which they are earned.
- Periodic payments for FLSA overtime purposes shall be calculated utilizing the half-time method.

Effective January 1, 2022, after wage increase is applied, employees will receive a one-time one-half percent (0.5%) wage increase to make up for the lost wages under this new calculation method. This one-time wage increase is reflected in Addendum A and Addendum B.

**ARTICLE 11 LONGEVITY PAY**

11.1 Employees hired prior to July 31, 2008 (date of Act 312 arbitration award) shall receive longevity pay computed as a percentage of the Employee's base annual wage, not to exceed forty-six thousand dollars (\$46,000) 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%
10 years of service	4%
12 years of service	5%
15 years of service	6%
20 years of service	8%
25 years of service	10%

11.2 In accordance with Section 11.1, Employees shall receive longevity pay on the first payday following their anniversary date corresponding to the years stated above.

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



11.4 Employees hired after July 31, 2008 (date of Act 312 arbitration award) shall be paid longevity in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Payment Amount</u>
5 years of service	\$520
7 years of service	\$780
9 years of service	\$1,040
12 years of service	\$1,300
15 years of service	\$1,560
18 years of service	\$1,820
21 years of service	\$2,080
24 years of service	\$2,340
25 years of service	\$2,600

11.5 Employees hired on or after June 30, 2014 shall not receive longevity pay.

**ARTICLE 12 HOLIDAYS**

12.1 By the last pay date in November, employees 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 Independence Day, Labor Day, Veteran's Day
Fourth Year of Employment	Add Lincoln's Birthday, Washington's Birthday, New Year's Eve Day
Fifth Year of Employment and after	Add Christmas Eve Day (1/2 Day) Employee's Birthday, Police Memorial Day

12.3 When an Employee retires or terminates employment for any reason, said Employee shall be compensated for the holidays through which said Employee was employed, unless the employee is in his or her first year of service in such case no holiday pay will be paid at the time of separation.

12.4 Employees who are scheduled to work a shift which begins on December 24, December 25, December 31 or January 1 shall be paid overtime (1-1/2) for all hours worked on that shift. Employees who work overtime on a shift which begins on those days will be paid at the double time rate.

**ARTICLE 13 VACATIONS**

13.1 Employees shall be eligible for vacation with pay according to the guidelines of this entire section. Employees will be awarded one-half (1/2) of their annual vacation allotment each January 1<sup>st</sup> and one-half (1/2) of their annual vacation allotment each July 1<sup>st</sup>, according to the following schedule:

<u>Years of Service</u>	<u>Amount of Vacation</u>
0 to 1 year	0 hours
1 year to 4 years	88 hours
4 years to 6 years	128 hours
6 years to 8 years	168 hours
8 years to 13 years	208 hours
13 years and over	216 hours
15 years and over	224 hours
16 years and over	232 hours
20 years and over	240 hours (max)

13.2 An Employee may accumulate up to two hundred and forty hours (240) of vacation time. No accumulation will exceed this amount. Employees having maximum accumulation when vacation is credited will not be awarded additional time.

13.3 Vacation time may be taken with a minimum of four (4) hours and one hour additional increments pursuant to Section 13.5.

- 13.4 Vacation 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 vacation, up to a maximum of eighty-four (84) hours per calendar year.
- 13.5 Vacations shall be taken at such times as are satisfactory to both the Employee and the Chief of Police. Vacation schedules for each shift pick shall be arranged during the shift selection process detailed in Section 25.3 of this agreement.
- The traditional vacation policy shall be based on the established seniority list of Employees. Any subsequent vacations requested shall be meted out on a "first request" basis.
- 13.6 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 or at the Employee's option receive payment for said time. Should the Employee elect to take payment, this payment shall not impact the Employee's rights under Section 13.4.
- 13.7 Upon retirement from the Department an employee shall be permitted to receive a cash payment for all hours of unused vacation.
- 13.8 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.

**ARTICLE 14 PERSONAL HOURS**

Each Employee shall be entitled to forty-eight (48) personal hours per year. 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. In the event the Employee does not use his/her allotted hours by the end of the calendar year, then said remainder hours shall be compensated in the first pay period in January at the Employee's base hourly rate of pay on December 31 of the previous year. Such hours 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 during any portion of the shift, provided it is approved by the Chief of Police or designee, except that an Employee may not use personal leave mid-shift if such use would cause overtime for the Department.

**ARTICLE 15 UNIFORMS**

15.1 Employees shall not wear uniforms except at special events as approved by the Chief of Police.

**ARTICLE 16 FUNERAL LEAVE**

- 16.1 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.
- 16.2 In the event of the death of a spouse, children, or step-children, the Employee shall immediately be allowed five (5) paid consecutive working days leave, with benefits. If additional days are needed, the Township shall permit Employees to do so if those days are taken from other available leave banks.
- 16.3 In the event of the death of a brother-in-law, sister-in-law, grandparent-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 to attend the funeral, with pay and benefits.
- 16.4 Additional time may be granted at the discretion of the Chief of Police.

**ARTICLE 17 LEAVES**

**17.1 Military Leave.**

- A. The reemployment rights of Employees who enlist or who are inducted into the Armed Services of the United States, shall be limited by applicable State and Federal Laws and Regulations.
- B. For the duration of the leave, the Employee will receive a differential stipend equal to the difference between his/her gross military pay and his/her regular Township salary, if (a) his/her military pay is less than his/her Township pay; and (b) he/she presents sufficient proof to the Township demonstrating this fact.

**17.2 Effect of Leave on Benefits.** During a short term or long-term disability leave, unpaid suspension, or an unpaid leave of absence, an Employee:

- A. shall not receive pay for holidays falling within the leave of absence;
- B. shall not accrue any vacation. The Employee's vacation allotment or allotments, if applicable, which are received after return to work following leave will be prorated, adjusted for time not worked;
- C. upon return to work, shall have his or her next award of personal and sick leave time reduced, prorata, based on the amount of time the employee was off on leave during the last one year period in the case of personal time and six month period in the case of sick leave; and
- D. shall not receive cash benefits such as longevity during the leave of absence, but will receive prorated payments for such benefits, adjusted for time not worked, upon the Employee's return to work.

**ARTICLE 18 SICK LEAVE GRANT SYSTEM**

**18.1 SHORT TERM SICK LEAVE:**

- A. All Employees will be credited with forty-eight (48) hours each January 1<sup>st</sup> and forty-eight (48) hours each July 1<sup>st</sup>.
- B. The unused portion of sick leave hours accrued may be carried over from year to year, not to exceed a maximum of three hundred (300) hours which is to be considered a bank.
- C. The first pay period in January of each year, any credited hours in excess of the three hundred (300) hour bank will be paid for at the rate of eighty (80%) percent of the then current base hourly rate of pay and the bank returned to three hundred (300) hours.
- D. Upon separation from the Department for reasons other than disciplinary cause, any credited sick hours, up to three hundred (300 hours) will be paid for at eighty (80%) percent of the then current base hourly rate of pay.
- E. 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.
- F. Any utilization of sick leave allowance by an Employee must be reported to the Chief of Police or Designee as soon as possible.
- G. The Employer shall 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.

- H. In the event that any 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.

#### 18.2 SHORT TERM DISABILITY PROVISION:

If an Employee becomes ill, injured or goes on medical disability, wage continuation for all or part of this period may be achieved by charging accrued sick time, or if exhausted other benefit time, through the twenty-eighth (28<sup>th</sup>) day. When Employees expect that their absences due to illness or injury will exceed 28 days, then they must apply for short-term disability at the time of the illness or injury. An unpaid leave of absence, for the remainder of the twenty-eighth (28<sup>th</sup>) day qualification period, shall be granted if all paid leave time has been exhausted. Short Term Disability provisions will begin on the twenty-ninth (29<sup>th</sup>) day 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 29<sup>th</sup> through the 180<sup>th</sup> calendar day.
- B. From the 29<sup>th</sup> through the 180<sup>th</sup> consecutive days of illness or injury the Employee shall receive seventy five (75%) percent of his/her base annual wage. The Employee may elect to supplement this payment through the utilization of benefit time. Such election must be made in writing to the Finance Department on the Authorization for Payment form.

- C. Short Term Disability and the sick leave bank are to be used as a bridge to Long Term Disability.
- D. Short Term Disability days may be used for any 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.

**18.3 LONG TERM DISABILITY:**

A Long Term Disability Insurance plan will be instituted for all Employees as follows or an equivalent plan as determined by the Township Board beginning July 1, 1992:

**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:	\$3,000.00 per month
Social Security Offset:	Full Family

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<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

18.4 During the first six (6) months of a non-duty connected disability, the Employee will receive benefits pursuant to Sections 18.1 and 18.2. 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.

- 18.6 It is further agreed, that any Employee who shall receive 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 with the exception of vacation, sick leave, personal time, cash benefits for holiday pay and longevity as provided in Article 17.2. 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 from the Employer.

Restricted Duty Policy

- 18.7 Restricted duty is limited to Employees who are partially disabled to the extent that they are not able to perform all duties of a 911 Police/Fire Communication Technician as determined by a medical doctor.
- A. Restricted duty assignments shall apply to both on and off-duty injuries.
  - B. 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 wellbeing of his/her fellow employees or citizens of the community. The Township reserves the right to send an employee requesting restricted duty to an Independent Medical Evaluation.

- C. Unless required by law the decision as to whether or not restricted duty work is available shall be at the sole discretion of the Township.

**ARTICLE 19 UNION MEMBERSHIP and CHECK-OFF of UNION DUES**

19.1 As set forth in Article 2, the Township recognizes the Police Officers Labor Council as the sole collective Bargaining Agency for all employees of the Shelby Township 911 Police/Fire Communication Technicians' Union. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees

19.2 Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be revocable at any time upon receipt of sixty (60) days' notice to the Union. Authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

19.3 The Employer shall retain original Application for Union Membership and Authorized Dues Deduction Cards and the Union shall retain copies of the Cards. (In the case where the employee signs using an electronic signature, both parties shall retain the electronic copy.) The Employer shall not deduct any dues from any employee without a Card signed by the employee.

19.4 Employees who choose to become a member of the Union may resign their membership at any time by notifying the Union, but may still be responsible for dues and fees for a period of sixty (60) days after notifying the Union as set forth in Section 19.2.

19.5 The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

19.6 Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

19.7 The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

19.8 If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

19.9 The employer agrees to deduct Union dues once each month from the pay of the employees who have requested that such deductions be made as set forth in Section 19.3.

**ARTICLE 20 HOSPITAL - SURGICAL - MEDICAL – DRUG COVERAGE**

20.1 The medical insurance plan for members of this bargaining unit shall be the BCBS Simply Blue Medical Coverage Plan 3, with \$2,000/\$4,000 annual individual/family in-network deductible and chiropractic/osteopathic care. The prescription drug plan under this Plan shall be a two-tier closed formulary co-pay plan established as follows: \$10 co-pay for generic scripts; \$40 co-pay for formulary brand scripts, with MOPD 2X and contraceptive coverage included. This benefit is not payable until after an employee has reached the applicable Simply Blue Plan 3 annual deductible.

20.2 Effective January 1, 2015, the Township shall contribute to an employee's Health Savings Account \$1,000 for single plans and \$2,000 for family plans. Employees who enter the bargaining unit after the date of the annual contribution by the Township shall receive the applicable Township contribution pro-rated to the number of days remaining in that calendar year when coverage first takes effect. An HSA with annual Township contributions in the aforementioned amounts shall be provided to all pre-Medicare retirees who retire and are eligible to participate in the BCBS Simply Blue Plan 3. Once deposited, the Township's contributions to an HSA belong exclusively to the HSA account holder.

The HSA shall be established within the meaning of the Medicare Prescription Drug Improvement and Modernization Act of 2003 and details of the Health Savings Account will be outlined in a Plan Document developed in accordance with the laws governing HSAs.

Within IRS guidelines, Bargaining Unit employees will have the option to fund their Health Savings Account (H S A) through pre-tax payroll deductions which will be deposited into his/her H S A. Such pre-tax deductions may be a onetime deduction, or a variation of lump sum and bi-weekly deductions. Employees are required to complete an Authorization for payroll deduction enrollment and change form. Employees who chose to be covered under the minimum value health plan set forth in Article 20.9 are not eligible for Township contributions to their HSA under Article (20.2).

20.3 Conditional Opt-Out Program. An Employee who is provided with medical insurance coverage through a source other than the Township may choose to decline the medical, dental and vision insurance coverage provided for the Employee and his/her family. In lieu of the Township-paid medical insurance, the annual sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be paid by the Township into the Employee's Deferred Compensation Account through biweekly contributions. No employee may elect not to be covered by the Township-provided health care coverage unless:

- (a) The Employee, and any member of Employee's Tax Family (Tax Family means the Employee and all other persons whom Employee claims a



personal exemption on his or her federal income tax return) receive minimum essential group health plan coverage during the plan year.

- (b) The Employee signs a waiver during the open enrollment period, by December 1 each year indicating that he/she does not wish coverage until the Township's next open enrollment period.
- (c) The Employee will either (1) prove to Employer that he or she and his or her Tax Family are not receiving individual coverage from any source, or (2) sign an Attestation of Group Coverage, which the Employer will draft. In the Attestation of Group Coverage, the Employee will certify that the Employee and members of his or her Tax Family are receiving minimum essential group health plan coverage and are not receiving and will not receive individual coverage from any source.
- (d) Employees will be able to re-enroll in the Township's medical plan only during Open Enrollment or during a Qualifying Life Event under the ACA. Re-enrollment shall occur as soon as allowable under the applicable insurance policy plan. Opt Out payments will not be paid for any months in which the Employee is covered under the Township's medical plan.

20.4 Provided the insurance carrier agrees, an Employee who declines insurance coverage at the time he/she exercises the election may reinstate coverage in the event the Employee's alternative coverage is terminated, but in such case the Employee shall cease to receive the compensation granted in section 20.3.

- 20.5 The Township can exercise the right to replace insurance carriers, health care providers, third-party administrators or prescription benefit managers as long as the benefit plan coverage remains equivalent to or better than the existing benefit plan coverage.
- 20.6 Upon retirement in accordance with Article 24.2, a retiree, his/her spouse and dependents at time of retirement, and the surviving spouse of a retiree and their dependent children shall be covered by hospitalization, prescription drug, vision and dental plans equal to those provided for regular Employees in this bargaining unit, provided that said retiree applies for Medicare when he/she is eligible.
- 20.7 Employees hired after January 1, 2011, upon retirement, shall have 50% of the premium costs for the retiree paid for by the Township. The remainder of their premiums and the cost for premiums for dependents, if any, shall be paid by the retiree.
- 20.8 The Township will establish a Retiree Medical Savings Account ("RMSA") for all new employees hired after January 1, 2011. The Township's RMSA program will require that employees hired after that date have an account established in their name and that a mandatory pre-tax employee contribution equaling 2% of gross pay be made to that account. These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service. The employee does not pay taxes on contributions, investment earnings, or distributions for medical reimbursements. After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement

of qualified medical expense. Employee contributions are immediately 100% vested.

20.9 The Township, in its discretion, may establish a minimum value health plan, which will cover minimum essential coverage under the Affordable Care Act. Employees will have the option of selecting this plan instead of the BCBS Simply Blue Medical Coverage Plan 3 set forth above in Article 20.1. The Township will not contribute to an employee's HSA as set forth above in Article 20.2 if they choose to be covered by the minimum value health plan.

20.10 The Township will continue its current PA 152 calculation methodology.

#### **ARTICLE 21 DENTAL INSURANCE**

The Township will provide at no cost to the Employee dental coverage equivalent to or better than the existing benefit plan coverage. (See policy for details).

Employees who have waived medical, dental and vision coverage under section 20.3 may elect to purchase dental coverage for themselves and their families, at the Township's established COBRA rates, through the use of payroll deductions. The election to purchase such coverage or discontinue such coverage may only be made during periods of open enrollment and is subject to the terms and conditions of the Township's Dental Plan.

#### **ARTICLE 22 VISION CARE PROGRAM**

A Vision care plan will be provided by the Township at no cost to the Employees. (See policy for details)

**ARTICLE 23 LIFE INSURANCE**

- 23.1 The Employer will provide a Forty Thousand (\$40,000.00) 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.
- 23.2 The full details of the plans will be governed by the insurance policies. Coverage will be available to the Employee beginning 30 days after his/her first date of active service. Coverage will terminate when employment ceases.
- 23.3 The terms of coverage in all eligibility requirements stated for the insurance set forth in Articles 21, 22, and 23 will be as stated in the policy which is then in effect.
- 23.4 The Unum LTD Plan shall include a Ten Thousand (\$10,000.00) Dollar Life Insurance and Accidental Death & Dismemberment benefit. 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.

**ARTICLE 24 RETIREMENT BENEFITS**

- 24.1 All status Employees shall participate in the Township Pension Plan. Contributions shall be made as follows:
- A. Employees shall contribute five (5%) percent of their base wage via payroll deduction to the Pension Plan.
  - B. The Township shall contribute an amount equal to ten (10%) percent of the employee's base wage to the Pension Plan. Employees who have not

already vested in these contributions as of July 31, 2008 (date of Act 312 arbitration award) shall have vested rights to these contributions once they have completed a minimum of sixty (60) months of continuous benefited service.

24.2 For employees hired after July 31, 2008 (date of Act 312 arbitration award) and on or before January 1, 2011, full time Employees having a minimum of fifteen (15) years of continuous full-time service with the Township and having attained an age of fifty-five (55) or above, which, when combined with the number of years of service, is equal to or greater than seventy-five (75) may elect to retire with full medical benefits as provided under Article 20.6 of this Agreement.

For employees hired prior to July 31, 2008 (date of Act 312 arbitration award), full-time Employees having a minimum of ten (10) years of continuous full-time service with the Township and having attained an age of fifty-five (55) or above, which, when combined with the number of years of service, is equal to or greater than seventy-five (75), may elect to retire with medical benefits as provided under Article 20.6 of the Agreement herein.

Employees hired after January 1, 2011 having a minimum of fifteen (15) years of continuous full-time service with the Township and having attained an age of fifty-five (55) or above, which, when combined with the number of years of service, is equal to or greater than seventy-five (75) may elect to retire with full medical benefits as provided under Article 20.7 and 20.8 of this Agreement.

24.3 Unless excused because of reasons beyond their control, employees shall notify the Township in writing of their retirement date at least 30 days in advance. The

employer shall have 30 days from the date of notice to process any retirement related payments. Employees may not use benefit time and shall be present for work on their last day of employment unless physically unable to do so because of disability.

## **ARTICLE 25 MISCELLANEOUS**

### **25.1 Deferred Compensation:**

The Employer will provide at least one Deferred Compensation Plan for all Employees.

### **25.2** Employees shall be reimbursed for jury duty, not to exceed sixty (60) days. This provision shall apply only when scheduled for duty with the Employer.

The Employee will take all steps necessary and available to be excused from jury duty. When the Employee is paid for jury duty, said Employee shall turn over all funds received for said jury duty to the Employer, provided the Employee was working a scheduled shift at the time they were excused for the jury duty appearance.

An Employee scheduled to work the afternoon shift shall be reassigned to the day shift on their regularly scheduled workday for the duration of the jury duty period.

### **25.3** Employees covered under this Agreement shall have the opportunity to select the work shift of their preference biannually based on their seniority. This shift selection process will be utilized biannually to select shift preference for each of two (2) individual twenty-six (26) week periods. Selection shall be based with seniority to be the final designated factor. A shift selection of a Member of the

Unit shall not be affected as a result of a non-bargaining Unit Member being assigned dispatch duties. Shift preference forms will be placed in Employees' mailboxes eight (8) weeks prior to the beginning of the twenty-six (26) week period. The employee shall complete the form and return it within fourteen (14) 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 four (4) weeks prior to the 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 will be able to trade work or leave days only upon twenty-four (24) hour written notice, if possible, 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.

- 25.4 Members of the Association may engage in outside employment subject to the following:
- A. Said nature of the employment and Employer are to be submitted in writing to the Chief of Police for approval.
  - B. Said outside employment shall not negatively impact the Shelby Township Police Department in any way.

C. That the Member engaging in outside employment shall indemnify and hold the Township harmless for any liability occurring out of said employment.

D. That the Township shall be reimbursed any costs incurred as a result of outside said employment.

25.5 New hires must complete the Department approved Communication Technician Training Program prior to working alone.

25.6 Patrol personnel shall not be utilized to replace a Communication Technician unless all fully trained Communication Technicians have declined to fill the vacancy on a voluntary overtime basis.

25.7 The Chief of Police shall appoint at least one member of the unit to any final oral board that may be used in hiring new Communications Technicians.

#### **ARTICLE 26 SENIORITY, LAY OFFS**

Seniority, layoffs, new hirings and their application within the Bargaining Unit 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. In the event the Union shall be increased in numbers, the first Employee laid off shall be the last to be called back.

#### **ARTICLE 27 POST TRAUMATIC STRESS SYNDROME**

27.1 The purpose of this Article is to establish a procedure permitting assistance to an Employee when they have been involved in a fatal police action or traumatic incident in the line of duty.



- 27.2 The intention of this Article is to ensure that the Employee has access to post-traumatic incident support through the Peer Support Team, Workers' Compensation, or the Employee Assistance Program after the incident, that may be deemed necessary to ensure Employees' wellbeing, both physically and mentally.
- 27.3 The Employee shall undergo a debriefing with a peer support team member and this should be done before the Employee leaves for home at the end of their tour-of-duty, or as soon thereafter as possible. The purpose of this debriefing will be to allow the Employee's feelings to be heard and to deal with the moral, ethical and/or psychological residual effects of the incident. Debriefing meetings are confidential to the extent possible as defined under General Order 504: Critical Incident Stress Management, Sec. 5.0 Confidentiality.
- 27.4 Provisions for a support counselor or peer support team member interview within a few days after the incident to allow the Employee the opportunity to discuss their mental and emotional health, will be offered by the Employer, at no cost to the Employee.
- 27.5 In the event that additional counseling is deemed necessary, it shall be provided. If therapy is indicated as a result of counseling or evaluation, it will be provided at the Employers expense.
- 27.6 After the incident, the Employee may be placed on administrative leave, with full pay and benefits, the duration to be determined by the Chief of Police or his Designee.

27.7 27.8 The obligation of the Employer is limited to payment for counseling not paid for, or covered by the Employer's Workman Compensation carrier, or medical insurance carrier.

27.9 Any monies paid out by the Employer that are later payable from any other source, shall be reimbursed to the Employer.

#### **ARTICLE 28 TUITION REIMBURSEMENT**

28.1 A program of tuition reimbursement is hereby initiated under the following conditions:

- A. Requests for tuition reimbursement and reimbursement for books and registration up to a maximum of fifty (\$50.00) Dollars per course must be approved by the Chief of Police or his Designee prior to the Employee's taking the training for which tuition reimbursement is requested. Such approval will be granted if the conditions in Section 28.1 (B) are met.
- B. Any course may be approved which is related to the maintenance and improvement of an Employee's skill in performing his/her job, which the Employee is expected to be performing in the future or which is necessary to complete degree requirements.
- C. Upon completion of the course and receiving a grade of "C" or better, the Employee will be reimbursed at one hundred (100%) percent of the required tuition if he/she has three (3) years seniority. If the Employee has less than three (3) years seniority, the reimbursement will be eighty (80%) percent. Notwithstanding the above, total reimbursement under this

Article will be capped at Three Thousand Five Hundred (\$3,500.00) Dollars annually.

- D. In order to qualify for reimbursement, an Employee must successfully complete the course in accordance with the school's regular standard.
- E. It is essential that there be no conflict between the Employee's normal working hours and the time required for study, travel and attendance of approved courses.
- F. An Employee may be restricted to one (1) course per term.
- G. When an Employee is required to attend off-site training, said Employee shall have the use of a Department vehicle. If no vehicle is available said Employee will be reimbursed mileage expense to and from the Police Department to the training site. Said reimbursement shall be based on the prevailing IRS standard.

#### **ARTICLE 29 GRIEVANCE PROCEDURE**

29.1 It is agreed that the President of the Union or his/her representative from the Association or Union 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.

29.2 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 misinterpretation of any of the provisions of this Agreement.

29.3 The following matter shall not be the basis of any grievance filed with the procedure written in this Article:

Termination of services of a probationary Employee during the first (1<sup>st</sup>) year of employment.

29.4 **Step 1:**

The aggrieved Employee shall first discuss the grievance with the Shift Commander, with or without Union representation. If a resolution is not reached with the Shift Commander, the Employee may refer the grievance to the Chief of Police.

29.5 **Step 2:**

The aggrieved Employee shall within ten (10) days after the alleged violation submit the grievance to the Association or Union in writing. The grievance shall contain a special statement of facts as to its cause, shall indicate the Section of the Contract violated, the date of the violation, state the remedy sought, and shall date and sign the grievance.

29.6 **Step 3:**

Within ten (10) days after receiving a grievance, the Association's or Union's grievance panel shall decide as to the validity of the grievance. If the Association or Union Grievance Panel deems the grievance to be valid, the grievant and a representative of the Association or Union shall present the written grievance to the Chief of Police. The Chief of Police shall present the Association or Union

with his written decision within ten (10) days after receiving the grievance in writing.

29.7 **Step 4:**

If the decision of the Chief of Police is not satisfactory, the Association or Union 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 Association or Union representatives in an effort to settle the dispute and shall submit the Association or Union with a written decision within ten (10) days after the Personnel Director is presented with the written grievance. All written answers in each step of the grievance procedure shall be hand delivered to the Association or Union.

29.8 **Step 5:**

If the Personnel Director's decision is not satisfactory, the grievance may be filed by the Association or Union 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 Federal Mediation and Conciliation Services (F.M.C.S). The cost of the arbitrator shall be shared equally by the Employer and the Union. 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 sent to arbitration, the arbitrator shall be chosen from a list of arbitrators supplied by the Federal Mediation and Conciliation Services (F.M.C.S). The cost of the arbitrator shall be shared equally by the Employer and the Union. Time limits shall be extended by mutual consent.

29.9 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.

**29.10 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. The arbitrator's decision shall be final and binding.

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

29.12 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 30 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. 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, except as provided below, shall be removed from the personnel files three (3) years after the date of reprimand or disciplinary action. All records of disciplinary suspensions of five days or more shall be removed from the personnel file five (5) years after the date the suspension was served. Written letters of discipline which are designated as "1-year letter" shall be removed from the personnel files one (1) year after the date of reprimand or disciplinary action.

### **ARTICLE 31 EMERGENCY FINANCIAL MANAGER AUTHORITY**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501, et. seq., may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

**ARTICLE 32 REASONABLE SUSPICION DRUG TESTING**

The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and the public, and to promote a safe, productive workplace. Upon reasonable suspicion, the Township may require an employee to submit to a drug or alcohol test. Reasonable suspicion is the quantity of proof or evidence that is more than a hunch, but less than probable cause. It must be based on specific, objective facts and any derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the individual is or has been using drugs, including medical and recreational marijuana, while on or off duty or is under the influence of alcohol if on duty (defined as a Blood Alcohol Content (BAC) of 0.02 or more). Discipline shall be subject to the just cause provision of Article 4.1(C). Within five days of receiving written request from the Union, the Township shall articulate the facts constituting reasonable suspicion.

**ARTICLE 33 DURATION OF AGREEMENT**

This Agreement and each and every Appendix, Addendum, etc., shall remain in full force and effect from the date of January 3, 2021, until December 31, 2025, (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 undersigned have executed this Collective Bargaining Agreement this 14<sup>th</sup> day of March 2022.

SHELBY TOWNSHIP




RICHARD STATHAKIS  
SUPERVISOR



STANLEY GROT  
CLERK



JAMES CARABELLI  
TREASURER



LISA SUIDA  
HR DIRECTOR

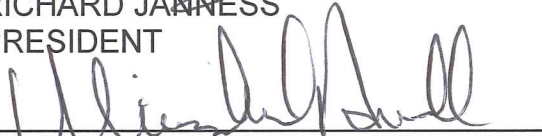
POLICE OFFICERS' LABOR COUNCIL  
OF MICHIGAN, 911 POLICE/FIRE  
COMMUNICATION TECHNICIANS'  
ASSOCIATION:



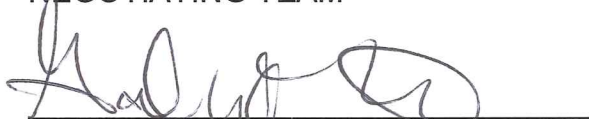
CHESTER KULESZA  
POLICE OFFICERS' LABOR COUNCIL



RICHARD JANNESS  
PRESIDENT



MICHAEL DUVALL  
NEGOTIATING TEAM



GABRIEL MARTINEZ  
NEGOTIATING TEAM



BRETT LUNDIN  
NEGOTIATING TEAM

**Charter Township of Shelby-Police Officers Labor Council  
911 Police/Fire Communication Technicians Association**

<b>Addendum A</b>							
<b>911 Communication Technician Wage Schedule</b>							
	January 1, 2020 - December 31, 2020	January 1, 2021 - December 31, 2021 (Market Adjustment)	January 1, 2022 (2.25%)	January 1, 2022 - December 31, 2022 FLSA Adjustment (.5%)	January 1, 2023 - December 31, 2023 (2.25%)	January 1, 2024- December 31, 2024 (2.25%)	January 1, 2025- December 31, 2025 (2.25%)
<b>Entry Level Annual</b>	\$45,144.81	\$46,704.08	\$47,754.92	\$47,993.69	\$49,073.55	\$50,177.70	\$51,306.70
Hourly	\$21.7042	\$22.4539	\$22.9591	\$23.0739	\$23.5931	\$24.1239	\$24.6667
<b>12 Months</b>							
Annual	\$46,550.24	\$48,158.06	\$49,241.62	\$49,487.83	\$50,601.31	\$51,739.84	\$52,903.99
Hourly	\$22.3799	\$23.1529	\$23.6739	\$23.7922	\$24.3276	\$24.8749	\$25.4346
<b>24 Months</b>							
Annual	\$47,955.67	\$49,612.03	\$50,728.30	\$50,981.94	\$52,129.03	\$53,301.93	\$54,501.22
Hourly	\$23.0556	\$23.8519	\$24.3886	\$24.5105	\$25.0620	\$25.6259	\$26.2025
<b>36 Months</b>							
Annual	\$49,361.10	\$51,066.00	\$52,214.99	\$52,476.06	\$53,656.77	\$54,864.05	\$56,098.49
Hourly	\$23.7313	\$24.5510	\$25.1034	\$25.2289	\$25.7965	\$26.3769	\$26.9704
<b>48 Months</b>							
Annual	\$50,766.55	\$52,520.00	\$53,701.70	\$53,970.21	\$55,184.54	\$56,426.19	\$57,695.78
Hourly	\$24.4070	\$25.2500	\$25.8181	\$25.9472	\$26.5310	\$27.1280	\$27.7384

<b>Addendum B</b>						
<b>911 Communication Technician Wage Schedule</b>						
<b>For Employees Newly Hired on or After 1/1/2011</b>						
	January 1, 2020 - December 31, 2020	January 1, 2021 - December 31, 2021 (3% less than Addendum A)	January 1, 2022 - (2% less than Addendum A)	January 1, 2022 - December 31, 2022 FLSA Adjustment (.5%)	January 1, 2023 - December 31, 2023 (1% less than Addendum A)	January 1, 2024- December 31, 2025 Same as Addendum A
<b>Entry Level Annual</b>	\$42,887.56	\$45,302.96	\$46,799.82	\$47,033.82	\$48,582.81	
Hourly	\$20.6190	\$21.7803	\$22.4999	\$22.6124	\$23.3571	
<b>12 Months</b>						
Annual	\$44,222.72	\$46,713.32	\$48,256.79	\$48,498.07	\$50,095.30	
Hourly	\$21.2609	\$22.4583	\$23.2004	\$23.3164	\$24.0843	
<b>24 Months</b>						
Annual	\$4,557.89	\$48,123.67	\$49,713.73	\$49,962.30	\$51,607.74	
Hourly	\$21.9028	\$23.1364	\$23.9008	\$24.0203	\$24.8114	
<b>36 Months</b>						
Annual	\$46,893.05	\$49,534.02	\$51,170.69	\$51,426.54	\$53,120.20	
Hourly	\$22.5447	\$23.8144	\$24.6013	\$24.7243	\$25.5386	
<b>48 Months</b>						
Annual	\$48,228.23	\$50,944.40	\$52,627.67	\$52,890.81	\$54,632.69	
Hourly	\$23.1866	\$24.4925	\$25.3018	\$25.4283	\$26.2657	

### **Addendum C**

Hiring incentives for new employees hired after January 3, 2021 that have documented previous dispatch experience.

#### **1. WAGES**

New employees with documented previous dispatch experience shall be started at a higher wage step based on their prior work experience as follows:

18-35 months experience: Starting wages at 12 month wage step.

36+ months experience: Starting wages at 24 month wage step.

#### **2. VACTION TIME**

After successful completion of the CTO program, experienced new hires shall receive 40 hours of vacation time. When they reach their 1 year anniversary they will follow the normal vacation schedule in Article 13.1.

3. No other awards, bonuses, or incentives will be granted other than those listed above.