

AGREEMENT  
BETWEEN THE CHARTER  
TOWNSHIP OF SHELBY  
AND SHELBY TOWNSHIP POLICE PATROL OFFICERS' ASSOCIATION

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

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## AGREEMENT

This Agreement, made in the Charter Township of Shelby, Macomb County, Michigan effective January 1, 2022 by and between the Charter Township of Shelby, hereinafter referred to as the "Township" or "Employer" and the Police Officers Association of Michigan, Shelby Township Patrol Officers' Association, hereinafter referred to as the "Association."

### ARTICLE I: 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 II: Recognition**

2.1: The Employer recognizes the Police Officers Association of Michigan 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.

2.2: 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 when personnel levels are at or below levels set forth in the August 1, 2002 Organizational Chart.

**ARTICLE III: 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 be paid for the time spent negotiating while off duty. Negotiating team members scheduled to work on a night shift on the day prior to a negotiation with the Township can use up to eight (8) hours of paid union leave on the shift immediately preceding negotiations. The above shall be subject to the emergency requirements of the Department and with the approval of the Chief of Police.

3.4: Up to four elected leaders of the Union shall be permitted to attend the Police Officers Association of Michigan Annual conference without loss of pay, provided that the officers provide written notice to the Chief of Police before the work schedule is created. Members shall not be paid for time spent at conferences when not scheduled to work or while off duty.

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 IV: 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 V: 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.

**ARTICLE VI: Strike Prohibition**

6.1: 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 VII: Paydays**

7.1: 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 pay day fall on a recognized holiday, the Employees shall be paid on the preceding day.

7.2: All Employees shall have the option of having direct deposit of paychecks to a financial institution of their choosing, subject to the direct deposit program offered at the time of ratification of this agreement to the remainder of the Township's Employees.

7.3: All Employees' checks will be sealed.

**ARTICLE VIII: Promotional Examination Procedure**

8.1 The promotion from Patrol Officer to Sergeant shall be determined by a one-day assessment completed by a professional assessment center mutually selected by the parties. If the parties are unable to agree on the assessment center, then the selection of the assessment center shall be made by the Charter Township of Shelby Police and Fire Civil Service Commission. Patrol officers who achieve a score of seventy (70) or higher on the assessment shall be ranked on an eligibility list by score. If any patrol officers have a tied assessment center score, then the member with the most seniority shall be ranked higher than the member with less seniority. In instances where two (2) or more patrol officers were hired at the same time and received the same assessment center score, seniority shall be determined by the employee's badge number. The employee with the lowest badge number will be the most senior member. The Charter Township of Shelby Police and Fire Civil Service Commission shall certify the Sergeant Eligibility list as provided above. The Sergeant Eligibility list shall remain in force for two years from the date of certification by the Commission unless depleted before that time. The Sergeant Eligibility list will be created at the request of the Chief of Police. Anything not addressed in this section regarding promotions to sergeant shall be governed by the provisions of Act 78 of the Public Acts of 1935, as amended.

8.2 The Police Patrol Officer examinations shall be governed by the provisions

of Act 78, as amended. The Police Patrol Officer Eligibility lists shall remain in force for two years from the date of certification by the Commission unless depleted before that time. The Police Patrol Officer Eligibility list will be created at the request of the Chief of Police.

#### ARTICLE IX: Wages

9.1: Effective January 1, 2022, the wage schedule for bargaining unit members shall be adjusted to the market as provided by the wage table set forth in Addendum A. The parties arrived at this market adjustment by increasing the wage schedule to match the median maximum base wage of the comparable communities utilized in the 2013 Act 312 Arbitration. Effective January 1, 2023, the wage schedule for bargaining unit members shall be increased by two-and-one-half percent (2.5%). Effective January 1, 2024, the wage schedule for bargaining unit members shall be increased by two percent (2.0%). Effective the first full pay period after January 1, 2024, all bargaining unit members shall receive a one-time lump-sum payment of five hundred dollars (\$500.00). Effective January 1, 2025, the wage schedule for bargaining unit members shall be increased by two percent (2.0%). Effective the first full pay period after January 1, 2025, all bargaining unit members shall receive a one-time lump-sum payment of five hundred dollars (\$500.00). Effective January 1, 2026, the wage schedule for bargaining unit members shall be increased by two-and-one-quarter percent (2.25%). The base annual wage of an Employee for the period of January 1, 2022 through December 31, 2026 shall be found in Addendum A.

9.2: New Hires: For new employees who are MCOLES certified Law Enforcement Officers, their base annual wage shall start at the Entry Rate pursuant to the schedule in Addendum A.

Police Academy Hires: A Patrol Officer candidate who accepts employment and has not completed the police academy on the date of application to the Department will begin employment at the Academy Rate pursuant to the schedule in Addendum A, until after becoming an MCOLES certified Law Enforcement Officer.

Lateral Hire with Two Years' Experience: A Patrol Officer candidate who accepts employment and is a certified Law Enforcement Officer on the date of application to the Department with more than two (2) full years, but not more than three (3) full years of practical working experience as a certified police officer with a law enforcement agency will begin employment at the 24-month step of the wage schedule pursuant to the schedule in Addendum A.

Lateral Hire with Three Years' or More Experience: A Patrol Officer candidate who accepts employment and is a certified Law Enforcement Officer on the date of application to the Department with more than three (3) full years of practical



working experience as a certified police officer with a law enforcement agency will begin employment at 36-month step of the wage schedule 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 of five percent (5%) of their base hourly rate for each hour worked.

9.4: Provided that the current "12 hour" shifts continue for members on general road patrol, members of the bargaining unit that are performing the assignments listed below shall be placed on an 84 hour bi-weekly schedule:

DARE School Liaison  
Patrol Investigator

Court Officer  
Traffic Services

Members in the listed assignments, and officers assigned as Evidence Technicians will also receive premium pay of 2.5% on all hours worked. This premium will be paid in addition to any other premium or benefits listed in the Collective Bargaining Agreement.

9.5: Deferred Compensation. The Employer will provide at least one Deferred Compensation Plan.

9.6: 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, following any calendar year during which the Employee was assigned and performed these functions. Payment under this provision shall be prorated, when necessary, on a monthly basis for assignments of less than a calendar year.

## ARTICLE X: 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. Holidays are considered as eight (8) hour pay days.
- D. Work days are all days during which 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: Employees covered under this Agreement shall have the opportunity to select work shift of their preference based on seniority. Shift preference 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 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 who are assigned duties under Section 32.1(E) 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.

10.5: 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.

- A. Unless otherwise determined, the Twelve (12) Hour Shift System will apply to members of the Bargaining Unit assigned to general road patrol function.
- B. Payment for those required extra hours worked, which amounts to one hundred four (104) hours per year, will be paid at straight time rate.
- C. No officer shall work a double shift.
- D. Long weekends shall consist of Friday, Saturday and Sunday.
- E. Vacations shall be allotted by seniority by platoon.

## ARTICLE XI: 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.

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.

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 25.4 of the Contract.

11.5: A list of personnel in seniority sequence will be kept or maintained by the Employer and shall be made available to the Association. This list shall be used as a rotating overtime list. Maintenance of the list shall be the responsibility of the Employer. When overtime is required, the first person in line on the list shall be called.

If the list is run through, the lowest seniority 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.

11.6: In the event that an Employee is called in or ordered to work on his/her off-duty time, for any reason, the Employee shall receive a minimum of three (3) 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.

11.7: Members of the bargaining unit may accrue up to ninety-six (96) 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.

11.8 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:

1. Remove base rate of pay from the calculation of FLSA overtime for periodic payments such as longevity, training, and other annual bonuses.
2. Range pay payments will be included in the FLSA overtime calculation for the quarter in which they are paid.
3. Shift and specialty bureau premium 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.
4. Periodic payments for FLSA overtime purposes shall be calculated utilizing the half-time method.

**ARTICLE XII: Longevity Pay**

12.1: Employees who are members of the Association, prior to May 4, 2006, shall receive longevity pay computed as a percentage of the Employee's base annual wage in accordance with the following schedule:

Years of Completed Service	Percentage of Base Annual Salary
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: Employees shall receive longevity pay on the first payday following their respective anniversary date, corresponding to the years of service completed.

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.

12.4: Employees hired after May 4, 2006, shall be paid longevity in accordance with the following schedule:

Years of Completed Service	Payment Amount
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

### ARTICLE XIII: 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, per departmental policy, and shall have obtained the appropriate records, reviewed the case to refresh his/her memory, or obtained driving records pertinent to the case.

**ARTICLE XIV: Holidays**

14.1: Employees with less than five (5) years of service, 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 Year's 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.

Members of the bargaining unit that have five or more years of service shall be paid eight (8) hours pay for each of the 14 ½ holidays, calculated at their base hourly rate of pay at the time of payment.

14.2: On 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.

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

14.4: Effective January 2, 2005, Employees who are schedule 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 XV: Vacations

15.1: Employees shall be awarded one-half (1/2) of their annual vacation earnings each January 1st and one-half (1/2) of their annual vacation earnings each July 1st.

<u>Years of Service</u>	<u>Amount of</u>	<u>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 years to 12 years	200	hours
13years and over	208	hours
14years and over	216	hours
15years and over	224	hours
16years and over	232	hours
17years and over	240	hours

\*Because newly hired employees have not yet earned any vacation time, newly hired employees shall receive a one-time grant of 24 hours of vacation time upon date of hire.

15.2: 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.

15.3: Vacation time may be taken with a minimum of four (4) hours and one hour additional increments pursuant to Section 15.5.

15.4: Any Employee who does not take his/her full vacation entitlement in time off may request pay in lieu of vacation, once per calendar year, up to a maximum of eighty-four (84) hours per calendar year.

15.5: 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 10.4 of this agreement. The twelve (12) month vacation pick form will be placed in the employee's mailbox eight (8) weeks prior to the July shift pick date and returned by the employee within fourteen (14) days from the date the form was issued or forfeit position on the seniority list for that vacation period. The vacation will then be posted with the current six (6) month shift pick.

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.

15.6: 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 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 15.4.

15.7: Upon retirement or permanent separation from service from the Department, an employee shall be permitted to receive a cash payment for all hours of unused vacation.

15.8: 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 XVI: Personal Days**

16.1: 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.



**ARTICLE XVII: Clothing Allowance**

17.1: All newly hired Employees shall be issued their initial uniforms and equipment.

17.2: 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.

17.3: The Employer shall bear reasonable cost of replacement of, department issue equipment, excluding shoes and clothing, 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. 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. Employees will be reimbursed for damage to uniform items if the department receives monies for said replacement through court ordered cost recovery. The Employer may approve the reasonable cost of replacement of uniforms, if the Chief of Police approves the request for replacement. The decision of the Chief shall not be subject to the grievance procedure.

17.4: All Employees shall be paid a uniform allowance of five hundred and twenty five (\$525.00) Dollars on the first pay period of January and July of each year.

**ARTICLE XVIII: Funeral Leave**

18.1: 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, stepmothers and stepfathers, for the purpose of fulfilling responsibilities in connection with the bereavement, provided that the Employee attends said funeral service.

18.2: An Employee shall be immediately allowed five (5) paid consecutive working days leave upon the death of a spouse, child, or step-child. If additional days are needed, the Township shall permit officers to do so if those days are taken from other available leave banks.

18.3: In the event of the death of a brother-in-law, sister-in-law, grandparents-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.

18.4: Additional time may be granted at the discretion of the Chief of Police.

**ARTICLE XIX: Leaves of Absence**

19.1: 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 State and Federal Laws and Regulations.

19.2 For the duration of all military leave taken under state or federal law, 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.

19.3: Leaves of Absence. The Employer may allow leaves of absence for Employees, provided the following provisions are met:

- A. The Employee has at least 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 designee. 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 all Employees may purchase medical coverage under the Township Group Policy for the period of the leave.

19.4: Use of Paid and Unpaid Leave.

- A. An employee who is taking FMLA leave because of the employee's serious health condition or the serious health condition of a family member must use all accrued or unused paid vacation, personal or sick leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave. The paid leave time generally will be taken in the following order:
  - 1. Sick Leave
  - 2. Vacation
  - 3. Personal Days
- B. An employee taking FMLA leave for the birth of a child must use paid sick leave for the physical recovery following childbirth. The employee may then use any remaining sick leave, and must use all accrued or unused paid vacation and personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave. Also, pregnancy disability or other leave taken under any applicable disability plan is considered to be paid sick leave for purposes of FMLA substitution.

- C. An employee who is taking FMLA leave for the adoption or foster care of a child must first use all accrued and unused paid vacation and personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave.

**ARTICLE XX: Sick Leave – Grant System**

20.1: Short Term Sick Leave:

- A. All members will be credited with forty-eight (48) hours each January 1st and forty-eight (48) hours each July 1st.
- 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. On the first pay period in January, any credited hours as of December 31 of the prior year 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 three hundred (300) hours.
- D. Upon separation from the department for reasons other than disciplinary cause, any credited sick hours will be paid for at eighty (80%) percent of the then current base hourly wage. Said hours to be redeemed shall not exceed three hundred (300) hours maximum.
- 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 as soon as possible.
- G. 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.
- H. 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.

20.2: Short Term Disability Provision.

- 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 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 form provided to the Employee by the Human Resource Department.
- 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 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.

20.3: Long Term Disability. A Long Term Disability Insurance plan or an equivalent plan as determined by the Township Board beginning July 1, 1990 has been instituted for all Employees. Effective January 1, 2006 that plan shall be 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
Maximum Benefit:	\$5,000 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 Unum LTD Plan shall include a Ten Thousand (\$10,000.00) Dollar Life Insurance and Accidental Death & Dismemberment benefit. Coverage will terminate when employment ceases.

20.4: During the first six (6) months of a non-duty connected disability, the Employee will receive benefits pursuant to Sections 20.1 and 20.2. During the next twenty-four (24) months, the Employee shall remain an Employee of the Employer only for purposes of all current life, hospital and health insurance policies and seniority. While on Long-Term Disability, an Employee may not apply for promotional or special job assignments unless a return to work date has been established. An Employee who is unable to return to work after thirty (30) months to be a seniority Employee and shall be subject to the retirement provisions of this Agreement and Act 345.

20.5: 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.

20.6: 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 an 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 regular pension as provided 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 1973, as amended.

20.7: Effective upon ratification of this Agreement, the provisions set forth in Article 20.4, 20.6 and Article 22.7 shall not apply to Employees who are hired after April 1, 2014 and participate in the Township's Defined Contribution Pension Plan. Employees who are hired after April 1, 2014 are subject to the following:

- A. During the first six (6) months of a non-duty connected disability, the Employee will receive benefits pursuant to Sections 20.1 and 20.2. During the first twenty-four (24) months of long term disability coverage, the Employee shall remain an Employee of the Employer only for purposes of all current life, hospital and health insurance policies and seniority. While on Long-Term Disability, an Employee may not apply for promotional or special job assignments unless a return to work date has been established. An Employee who is unable to return to work after thirty (30) months to be a seniority Employee shall lose his or her seniority but shall retain Long-Term Disability coverage as provided by the Township's policy.
- B. 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 shall be deposited with the Treasurer of the Township of Shelby.

- C. After the expiration of the service connected disability leave provided for in Article 20.7(B), an Employee will receive benefits to which he or she is entitled to under worker's disability compensation and the Long Term Disability Insurance Plan as set forth in Article 20.3. The benefits received pursuant to the worker's disability compensation and the Long Term Disability Insurance Plan shall coordinate with one another to the extent required under law and the Long Term Disability Insurance Plan.
- D. An Employee who is not already vested in the Township Defined Contribution Pension Plan shall become vested upon expiration of the service connected disability leave provided for in Article 20.7(B) provided he continues to receive benefits pursuant to worker's disability compensation and the Long Term Disability Insurance Plan as set forth in Article 20.7(C).
- E. If a full time Employee becomes totally and permanently incapacitated by reason of an injury or sickness occurring as the natural and proximate result of causes arising out of and in the course of his/her employment with the Employer, the Employer will provide hospitalization insurance coverage for such Employee as is being received by other Employees for a period of five (5) years from the date of the Employee's injury or illness.

20.8: 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 the same to the Chief of Police as a condition of receiving full pay and benefits from the Employer.

20.9: 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 Employees shall immediately repay the monies advanced by the Employer.

#### Restricted Duty Policy

20.10: 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 wellbeing of his/her fellow police officers and citizens of the community.

20.11: An employee who is on long-term disability leave or a leave of absence without pay shall not receive pay for holidays during the absence, shall not accrue vacation, personal or sick leave during the absence and shall not receive cash benefits such as uniform or longevity allowance during the leave. Prorated payments for such benefits adjusted for the time not worked will be paid upon the employee's return to work.

#### ARTICLE XXI: UNION MEMBERSHIP and CHECK-OFF of UNION DUES

21.1 As set forth in Article 2, the Township recognizes the Police Officers Association of Michigan as the sole collective Bargaining Agency for all patrol officers of the Township. 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

21.2 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.

21.3 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.



21.4 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 21.2.

21.5 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.

21.6 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.

21.7 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.

21.8 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).

21.9 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 21.3.

**ARTICLE XXII: Hospital – Surgical – Medical Coverage**

22.1: The Employer will provide at no cost to the Employee Blue Cross Blue Shield dental coverage (see policy for details). The annual dental benefit for Class I, II and III and the lifetime benefit for Class IV shall be One Thousand (\$1,000.00) dollars.

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

- 22.1 A. Effective as soon thereafter as is practicable upon ratification of the Agreement, the medical insurance available for members of this bargaining unit, their spouses and dependent children shall be one of the following: 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.
- B. The Employer may add a minimum value health plan as an option plan for employees.
- C. All eligible dependents may be covered up to age 26. At the time coverage shall end on the last day of the month the dependent child turns 26 years of age.
- D. The prescription coverage under the BCBS Simply Blue Medical Coverage Plan 3 will be provided through BCBS. However, the Township reserves the right to switch to a self-funded program and/or utilize other prescription benefit managers provided that the change does not impact either access or the type and level of benefits.

22.2 Effective January 1, 2022 and for each successive year while the employee is currently employed, the Township contribution to an employee's Health Savings Plan shall be \$1,250 for single plans and \$2,500 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.

22.3: 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.

22.4: 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.

22.5: 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.

22.6: 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.

22.7: 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.

22.8 Employees hired after ratification of this Agreement by both parties shall not be eligible for retiree health care. The Township will establish a Retiree Medical Savings Account ("RMSA") for these new employees. The Township's RMSA program will require that employees hired after April 1, 2014 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.

22.9: An employee 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 them and their family. Proof of alternative coverage shall be documented by the Human Resources department. 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. This option may be selected or changed either at the time of hire, or during annual open enrollment only.

22.10: An employee subject to the policy requirements and conditions at the time he/she exercises the election, may reinstate coverage in the event alternative coverage under which he was covered is terminated, but in such case the employee shall cease to receive the compensation granted in lieu of the Township-paid medical insurance.

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

#### **ARTICLE XXIII: 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 and will be available to the Employee beginning with his/her first date of active service. Coverage will terminate when employment ceases.

23.3: The terms of coverage with regard to eligibility requirements stated for the insurance set forth in Section 20.3, and Articles 22 and 23 will be as stated in the policy which is then in effect.

23.4: 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 XXIV: Retirement

24.1: 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 24 of this Agreement, such provisions shall be deemed to be applicable and incorporated by reference as though fully set forth herein.

24.2: 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.

- 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. Military Time. Eligible Employees will be allowed to purchase up to two (2) years of their military time for the purpose of retirement. Any purchase of time shall be by payment to the retirement system of 5% of the member's pensionable gross of the prior year of employment with the Department multiplied by the years of service that the member elects to purchase up to the maximum.
- D. Contribution Payments. Employee's pension contribution shall be at the rate of five (5%) percent of the Employee's yearly pensionable gross compensation.

24.3: 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 (1,825) days immediately preceding the actual day of retirement.

24.4: Average Final Compensation shall include and be limited to, regular wages, overtime pay, longevity pay, holiday pay, unused sick leave in pay pursuant to Section 20.1 D, compensatory time in pay, court time and show-up time. Accrued unused vacation taken in pay pursuant to Article 15 shall also be included.

24.5: Employees with eight (8) or more years of service with the Shelby Township Police Department shall be provided with survivor pension benefits for their spouse and eligible dependents.

24.6: 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.

24.7: All current members of the bargaining unit as of ratification of this Agreement will remain in the Township Defined Benefit Pension Plan with vesting after 8 years of service or the end of the labor agreement, whichever occurs earlier in time.

24.8: Effective upon ratification of this Agreement, the provisions set forth in Article 24, Sections 24.1, 24.2(A)(2), 24.2(B)-(D), 24.3, 24.4, 24.5, and 24.6 shall be modified for Employees who are hired after April 1, 2014. Employees who are hired after April 1, 2014 are subject to the following:

- A. Employees shall participate in the Township Defined Contribution Pension Plan. Employees shall contribute five (5%) percent of their gross wages via payroll deduction to the Pension Plan. The Township shall contribute an amount equal to ten (10%) percent of the employee's gross wages to the Pension Plan. Employees shall have vested rights to these contributions once they have completed a minimum of sixty (60) months of continuous benefited service.
- B. An Employee who is not already vested in the Township Defined Contribution Pension Plan shall become vested provided he continues to receive benefits pursuant to the Long Term Disability Insurance Plan as set forth in Article 20.3.
- C. If an Employee is not already vested in the contributions to the Township Pension Plan, the designated Beneficiary shall have vested rights upon the date of the Employee's death.

24.9: Neither the amortization schedule nor the assumed rate of return assumption as currently established by the Township Pension Board shall be modified as a result of the modifications of the Act 345 Defined Benefit Plan to a Defined Contribution Pension Plan without the consent of both the Union and the Township.

24.10: The unfunded accrued liability of the Township Police and Fire Defined Benefit Pension shall be fully funded by December 31, 2014 or reasonable extension, but in no event later than March 31, 2015. If not fully funded by said date, all employees currently employed or subsequently hired during the term of this Agreement shall remain in the Defined Benefit Plan as set forth herein.

24.11: Retiree Health Care. Retiree health care benefits shall be provided pursuant to Article 22, Sections 22.4, 22.5, 22.6, or 22.8.

24.12: 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 XXV: Miscellaneous**

25.1: 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.

25.2: 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.

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

25.4: 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.

25.5: 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.

25.6: 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.

25.7: The Employer shall furnish and equip all future squad cars with halogen lights and alley lights.

25.8: 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 shall 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.



25.9: Employees shall be permitted to engage in part-time outside employment provided that the nature of such work does not negatively impact either the 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.

#### **ARTICLE XXVI: Grievance Procedure**

26.1: It is agreed that the President of 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.

26.2: A grievance shall mean a complaint by an Employee or a group of Employees based upon an event, condition or circumstances under which the Employee works, which is allegedly caused by a violation or misinterpretation of any of the provisions of this Agreement.

26.3: 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.

26.4: Step 1. The aggrieved Employee shall first discuss the grievance with the Shift Commander, with or without a representative of the Association present.

26.5: 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.

26.6: 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.

26.7: Step 4. If the decision of the Chief of Police is not satisfactory, the panel may submit the written grievance to the Human Resource Director within ten (10) days after receiving the Chief of Police's decision. The Human Resource Director shall meet with the aggrieved Employee and panel representatives in an effort to settle the dispute. The Human Resource 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.

26.8: Step 5. If the Human Resource 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 Human Resource Director. The arbitrator shall be chosen by mutual agreement between the parties within ten (10) days after receiving the written response from the Human Resource Director. Should the parties fail to agree on a mutually acceptable arbitrator, the arbitrator shall be chosen from a list of arbitrators supplied by FMCS or AAA. The cost of the arbitrator shall be shared equally by the Employer and the Association. The time limitations may be 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 Human Resource Director's level (Step 4) and follow the grievance procedure from that Step.
- B. An election as remedy must be made with 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 Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The cost of the arbitrator shall be shared equally by the Employer and the Association. Time limits shall be extended by mutual consent.

26.9: 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.

26.10: 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.

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

26.12: If the grievance is not carried forward, it shall be considered dropped. The time line 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 XXVII: Personnel File**

27.1: 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. In imposing any discipline of a current charge, the Township will not take into account any prior oral or written reprimands that occur more than 36 months previously. In imposing any discipline of a current charge, the Township may take into account any prior suspension.

**ARTICLE XXVIII: Maintenance of Conditions**

28.1: Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement. This Agreement shall supersede any rules, regulations, ordinances or resolution inconsistent with this Agreement.

**ARTICLE XXIX: Weapons**

29.1: 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.

29.2: All service weapons issued to sworn personnel shall be semi-automatic pistols, of a make and model determined by the Chief of Police.

29.3: The Employer shall repair or replace all Department issued weapons as necessary provided that they have not been damaged as a result of negligence or abuse.

29.4: 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.

29.5: All Employees may carry a second gun while on duty, provided that it is concealed and the provisions of Section 29.4 are satisfied.

29.6: 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. 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. Further, all Employees will qualify annually with their off-duty weapon without any additional compensation.

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

29.8: 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.

**ARTICLE XXX: Layoff and Recall**

30.1: 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.

**ARTICLE XXXI: Tuition Reimbursement**

31.1: 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.

31.2 The maximum reimbursement to an employee under this article shall be four-thousand five hundred (\$4,500.00) annually.

31.3 Prior Written Consent to Repay Tuition Reimbursement. To be eligible for tuition reimbursement under this Article, the employee must agree to repay any and all tuition reimbursement payments disbursed to the Employee within the thirty-six months immediately preceding the Employee's separation from the Township. Further, the Employee must execute an agreement promising to repay the Township as provided in this Section. Such agreement shall also provide that the Employee consents to Employer withholding such amount from Employee's last paycheck, which will include all unpaid benefit time payments, in compliance with MCL 408.471 et seq. This Section 31.3 does not apply to employees in the department who are fifty or more years of age.

ARTICLE XXXII: Job Assignments

32.1: The Employer shall make job assignments within the bargaining unit for specialty bureaus known as Evidence Technician, School Liaison, Patrol Investigator (detective bureau), Court Officer, D.A.R.E. Officer (full time), Traffic, and 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 said temporary assignment, 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 temporarily 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 one (1) year.
- 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 (E) shall be waived. In the event there are no applicants, the assignment shall be filled by the least senior non-probationary officer, not currently placed in an assignment listed in section G, for a term of not more than one (1) year. Upon completion of any involuntary assignment the officer shall be exempt from any future involuntary placement for a period of one (1) year.
- G. Special Assignments shall be rotated on the following basis:

<u>Assignment</u>	<u>Term Maximum</u>
Evidence Technician	6 years
School Liaison	5 years
Court Officer	5 years
Patrol Investigator	5 years
D.A.R.E. (Full Time)	5 years
Traffic	5 years
Outside Agency Assignments	5 years

The term maximum for a job assignment may be extended by the mutual agreement of the employee, the Union, and the Chief of Police for a one year term up, limited to two extensions.

### **ARTICLE XXXIII: DRUG AND ALCOHOL TESTING**

Upon reasonable suspicion, the Township may require an officer 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 three workdays of the test, the Township shall provide written notice to the Association as to the facts constituting reasonable suspicion. Nothing herein shall limit the Association's ability to contest the Township's basis of facts constituting reasonable suspicion through the grievance procedure.



**Addendum "A"**  
**Patrol Wages**  
**01/01/2022 through 12/31/2026**

<b>Market Adjustment, 2.5%, 2%, 2%, 2.25%</b>						
<b>Year</b>	<b>Academy</b>	<b>Entry</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>
2022	\$44,517.42	\$55,000.00	\$61,615.00	\$68,230.00	\$74,845.00	\$81,460.00
	\$ 21.4026	\$ 26.4423	\$ 29.6226	\$ 32.8029	\$ 35.9832	\$ 39.1635
2023	\$45,630.36	\$56,375.00	\$63,155.38	\$69,935.75	\$76,716.13	\$83,496.50
	\$ 21.9377	\$ 27.1034	\$ 30.3632	\$ 33.6230	\$ 36.8828	\$ 40.1425
2024	\$46,542.97	\$57,502.50	\$64,418.49	\$71,334.47	\$78,250.45	\$85,166.43
	\$ 22.3764	\$ 27.6454	\$ 30.9704	\$ 34.2954	\$ 37.6204	\$ 40.9454
2025	\$47,473.83	\$58,652.55	\$65,706.86	\$72,761.16	\$79,815.46	\$86,869.76
	\$ 22.8240	\$ 28.1983	\$ 31.5898	\$ 34.9813	\$ 38.3728	\$ 41.7643
2026	\$48,541.99	\$59,972.23	\$67,185.26	\$74,398.29	\$81,611.31	\$88,824.33
	\$ 23.3375	\$ 28.8328	\$ 32.3006	\$ 35.7684	\$ 39.2362	\$ 42.7040

\* Subject to correction for mathematical error