



POLICE OFFICERS LABOR COUNCIL

November 13, 2000

Mr. Donald Burkholder, Arbitrator
P.O. Box 19900
Detroit, Mi. 48219

BY FAX AND FIRST CLASS MAIL

Re: Township of Clay
Police Officers Labor Council
MERC. Case No. D99 A-0002

Dear Mr. Burkholder,

This letter confirms and follows Mr. McNamee's correspondence to you of November 9, 2000. I have attached the contract language as agreed upon by Mr. McNamee, myself and ratified by both the Clay Township Dispatchers and the Clay Township Council.

If agreeable to you, we would request that this language would be identified by yourself as agreed by the parties and stipulated by the Arbitrator pursuant to Act 312 proceedings.

I thank you for your time, effort and willingness to be flexible.

Sincerely,

John Viviano
POLC LABOR REPRESENTATIVE

XC: MCNAMEE
POKORNY
FILE



POLICE OFFICERS LABOR COUNCIL

October 11, 2000

Donald R. Burkholder
P.O. Box 19900
Detroit, Mi. 48219

John B. McNamee, Esq.
McIntosh McColl Carson McNamee
3024 Commerce Drive
Fort Gratiot, Mi. 48059

BY FAX AND FIRST CLASS MAIL

Re: Township of Clay
Police Officers Labor Council (Dispatch Unit)
MERC Case No: D99 A-0002

Dear Sirs:

This correspondence serves to memorialize those issues discussed at our meeting yesterday, October 10, 2000. We agreed to postpone our panel session to October 24, 2000 at 2:00pm to allow Mr. McNamee time to explore the following concept settlement with the Township.

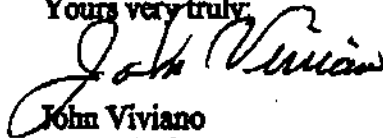
- A 3 year agreement commencing July 1, 1999, as mutually agreed in each parties LBO.
- A 3% year wage increase across the board each year of the agreement, as mutually agreed in each parties LBO.
- 8 hours of flex time which may be used in 2 hour increments, as mutually agreed in each parties LBO.
- Blue Cross / Blue Shield health insurance currently in place (status quo) with no degradation of benefits for current employees, as mutually agreed in each parties LBO.
- A pension multiplier increase to 2% at an increase cost of 3.34% which would be borne by the employee.
- Upon receipt of MERS retirement benefits, and age 55, employees their spouse and dependents shall receive the Blue Cross / Blue Shield health insurance currently in place at the time of separation. Upon becoming eligible for Social Security Medicare Benefits employees their spouse and dependents shall receive the Blue Cross / Blue Shield supplemental health insurance, structured to keep the employee spouse and dependents as whole as possible.
- Current and retired health care drug rider shall be modified to reflect a \$5 drug card for generic prescriptions and a \$10 drug card for name brand prescriptions.
- The current Long Term Disability program in place shall be dropped. A twelve (12) month Short Term Disability program shall be established to replace the current short term disability program with no diminishing modifications. Annual employee sick time balances shall be paid at the end of the fiscal year.



- Wages are to be retroactive, as mutually agreed in each parties LBO.
- All other issues in dispute by the parties are dropped.

The above concept if adopted by both parties would be crafted by Mr. Burkholder as a Stipulated Award in Act 312. Either party may return to it's original position upon notification to the other.

Yours very truly,



John Viviano
POLC LABOR REPRESENTATIVE

ARTICLE 25 - TERMINATION

SECTION 1. This Agreement shall be in full force and effect from July 1, 1999 to and including June 30, 2002 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is serviced by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2002 or of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revisions if the parties fail to agree thereon.

ARTICLE 1- WAGES

The foregoing wage rates are computed on an hourly basis and are not to be construed as salary.

SECTION 1. DISPATCHER WAGES-CLERK WAGES

Effective Date:	7-1-1999	7-1-2000	7-1-2001
	3%	3%	3%
Hourly	\$11.53	\$ 11.87	\$ 12.28
Weekly	\$ 484.07	\$ 498.60	\$ 513.55
Yearly	\$ 25,172.13	\$ 25,927.29	\$ 26,705.11

SHIFT PREMIUM

	7-1-1999	7-1-2000	7-1-2001
afternoons	\$.25	\$.25	\$.25
Mid-nights	\$.28	\$.28	\$.28

SECTION 2. WAGE SCALE-NEW HIRES TO 1 YEAR OF EMPLOYMENT

	7-1-1999	7-1-2000	7-1-2001
Hourly	\$ 9.58	\$ 9.86	\$ 10.16
Weekly	\$ 402.32	\$ 414.39	\$ 426.82
Yearly	\$ 20,920.54	\$ 21,548.15	\$ 22,194.60

After one (1) year of employment, new hires will be paid full scale.

The above wages were computed for 42 hours per week not including shift premium.
Shift Premium would remain the same.

ARTICLE 2 - VACATIONS / FLEX TIME

SECTION 1. An employee is entitled to a vacation based on the employee's length of service and number of weeks worked in the preceding qualifying year. Vacations will be ratably earned from anniversary date to anniversary date.

SECTION 2. An employee will earn credits toward vacation with pay in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION HOURS</u>
1	64
2	104
5	144
10	184

SECTION 3. Vacations will be granted at such times during the year as are suitable, consider in both the wishes of employees and efficient operation of the department concerned. If the Township cancels an employee's vacation, the Dispatcher must reschedule the vacation within nine (9) months.

SECTION 4. The employee's anniversary date is the employee's vacation eligibility date.

FLEX TIME: Employees covered by this agreement shall be afforded eight (8) hours of flex time annually which may be used in two (2) hour increments.

ARTICLE 12 - RETIREMENT BENEFITS

PENSION

Management and the Union have considered alternative pension proposals during negotiations of this contract. Management and Union acknowledge that by signature to this agreement and after consideration of all of the proposal that they have jointly agreed upon the pension qualifications and formula as described herein:

- a. That an employee of the Clay Township Dispatch Unit does not become eligible for pension until after he/she has completed probationary status with the Township of Clay Dispatch unit.
- b. Starting July 1, 1994 all full time seniority dispatcher-clerks will be enrolled in the Municipal Employee Retirement system (MERS) with the following benefits:
 - Employees shall receive up to a maximum of seventeen (17) years service credit where entitled.
 - C-1 new with a 1.5% multiplier
 - F-55 (20 years)
 - Effective 7-1-1994 a two percent (2%) contribution from the employee will be required.
 - Effective 7-1-2001 the employee MERS pension shall be improved to reflect the B-2 two percent (2%) multiplier MERS provision. The increase in cost from the C-1 new provision to the B-2 provision shall be borne by the employee
 - The Township shall continue to maintain a 457 Deferred Compensation program in which employees may voluntarily participate.

RETIREMENT HOSPITAL / MEDICAL HEALTH INSURANCE

Members their spouse and dependants shall receive Blue Cross / Blue Shield hospital / medical health insurance currently in place at the time of separation.

Retirement health insurance coverage shall include prescription drugs and shall not include optical or dental benefits. In order for the member to qualify to receive Blue Cross / Blue Shield hospital/medical health insurance in retirement the member must:

- Be 55 years of age or older and:
- Receiving M.E.R.S. retirement benefits

Upon becoming eligible for Social Security Medicare Benefits members their spouse and dependants shall receive the Blue Cross / Blue Shield hospital/medical supplemental health insurance, structured to keep the member, spouse and dependants as whole as possible.

The cost of the premiums for Blue Cross / Blue Shield health insurance and supplemental health insurance in retirement shall be borne by Clay Township along with any increases in premium which may incur. The employer may at its' option provide health care insurance for retirees through another comparable health insurance company, provided there is no degradation in benefits.

ARTICLE 11 - SICK LEAVE DAYS

SECTION 1. All employees will be granted fifty-six hours of sick leave.

SECTION 2. Sick leave shall be defined as an authorized absence from duty with pay for reason of illness of the employee.

SECTION 3. Employees shall earn paid sick leave days at the rate of .583. per month over the fiscal year of the Township (7/1 to 6/30).

SECTION 4. No probationary employee or part-time employee shall be eligible for a paid sick leave.

SECTION 5. After the accumulation of eight hundred (800) sick leave hours, an employee may use one-half (1/2) of the accrued, but not used, sick time in excess of eight hundred (800) hours for vacation, or receive pay for one half (1/2) of the accrued, but unused, sick time in excess of eight hundred (800) hours. The employee will be responsible for notifying the Township if he/she wishes to exercise the pay option at least thirty (30) days prior to the first pay in July of each year.

SECTION 6. A certificate from a physician or from the Health Department may be required as evidence of an employee's illness before compensation for the period of the illness is allowed.

SECTION 7. An employee who has exhausted his sick leave days may convert vacation days, as needed, to sick days.

Section 8. Effective June 30, 2001 all accumulated sick time shall be paid to the employee with no carryover to the next fiscal year.

Section 9. Effective July 1, 2001 employees shall start each new fiscal year with 56 hours sick time. Employees who have unused sick time at the end of the fiscal year, June 30th, will be paid for the unused sick time. Newly hired employees shall have their sick time pro-rated from the date of hire. Sections 3, 5 and 8 shall no longer apply.

ARTICLE 4 - INSURANCE COVERAGE

Hospital/Medical After ninety (90) days of employment, the Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family. The plan to be Blue Cross-Blue Shield Community Blue Option 1 or PPO Plan "L", both plans shall include a \$5.00 drug card for generic drugs and \$10.00 drug card for name brand prescriptions. This coverage shall be applies to all seniority employees and will be improved if the Township improves other employee's hospitalization.

Dental After ninety (90) days of employment, each seniority Dispatcher and his family will be covered by the Blue-Cross Dental 50/50 insurance plan and the cost to be paid by the Township.

Optical After ninety (90) days of employment, each seniority Dispatcher and his family to be covered by an optical plan equivalent to co-op optical Plan and the cost to be paid by the Township.

Life After ninety (90) days of employment, employees shall be provided a \$15,000.00 life, accidental death and dismemberment policy, and full cost of which shall be paid by the Township. The Insurance shall continue so long as the employee remains on payroll.

Short-Term Disability After ninety (90) days of employment, employees shall be provided with a STD insurance policy. This is for non-duty related illness or sickness. The plan shall commence on the 1st day for an accident and the 8th day for illness and shall continue for 365 days from the date the employee begins to receive coverage. Pays 66-2/3% of gross salary.

Employment for the implementation of these benefits will be defined as 90 days after the completion of the six (6) months probationary period. All insurance coverage will continue for one year from the start of any non-work related disability.