Shelloy Townships

# COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF SHELBY AND SHELBY TOWNSHIP MUNICIPAL EMPLOYEES' UNIT

**UAW LOCAL 1777** 

FOR THE TERM EXPIRING DECEMBER 31, 2000



## COLLECTIVE BARGAINING AGREEMENT BETWEEN CHARTER TOWNSHIP OF SHELBY

#### AND

SHELBY TOWNSHIP MUNICIPAL EMPLOYEES' UNIT OF THE
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW
LOCAL 1777

For the term expiring December 31, 2000

#### TABLE OF CONTENTS

	P/	AGE	
ARTICLE 1	PURPOSE AND INTENT		
ARTICLE 2	RECOGNITION		
ARTICLE 3	DEFINITIONS		
ARTICLE 4	DISCRIMINATION		
ARTICLE 5	UNION SECURITY		
ARTICLE 6	UNION RIGHTS 6.1 Union Activites on Employer's	9	
	Time & Premises 6.2 Union Representation Units	9	
	6.3 Unit Stewards	10	
ARTICLE 7	MANAGEMENT RIGHTS	13	
ARTICLE 8	DEDUCTION OF DUES	15	
ARTICLE 9	PERSONNEL FILE	19	
ARTICLE 10	SENIORITY	21	
ARTICLE 11	PROBATIONARY PERIOD	24	
ARTICLE 12	PROMOTION/TRIAL PERIOD	25	
ARTICLE 13	STRIKE PROHIBITION	26	
ARTICLE 14	LAYOFF AND RECALL	27	
ARTICLE 15	DISCHARGE OR SUSPENSION	29	
ARTICLE 16	GRIEVANCE PROCEDURE	31	
ARTICLE 17	WAGES	36	
ARTICLE 18	DEFERRED COMPENSATION (In Lieu of Medical Benefits see Article 30.3 p. 64)	38	

Table of Contents	(Cont'd)	PAGE
ARTICLE 19	LONGEVITY	39
ARTICLE 20	CALL IN PAY	40
ARTICLE 21	SICK LEAVE	41
ARTICLE 22	LEAVE OF ABSENCE	46
ARTICLE 23	PAY IN LIEU OF FAILURE TO GIVE NOTICE	51
ARTICLE 24	UNIFORM ALLOWANCE	52
ARTICLE 25	PAID ANNUAL LEAVE	55
ARTICLE 26	LEGAL HOLIDAYS	58
ARTICLE 27	PERSONAL DAYS	60
ARTICLE 28	FUNERAL LEAVE	61
ARTICLE 29	MILITARY LEAVE	62
ARTICLE 30	HOSPITAL SURGICAL MEDICAL COVERAGE 30.3 Deferred Comp. in Lieu of Medical	63 64
ARTICLE 31	DENTAL INSURANCE	66
ARTICLE 32	VISION CARE PROGRAM	67
ARTICLE 33	LIFE INSURANCE	68
ARTICLE 34	WORKER'S COMPENSATION INSURANCE	69
ARTICLE 35	RETIREMENT PLAN	70
ARTICLE 36	TUITION REIMBURSEMENT	71
ARTICLE 37	MISCELLANEOUS 37.1 Working Agreement Distribution 37.2 Maintenance of Conditions 37.3 Situations not Covered in Agreement 37.4 Error in Wages 37.5 Equalization of Overtime 37.6 Flex Time	73 73 73 73 73 74 75

Table of Contents (Cont'd)			
ARTICLE 38	LIMITATION		76
ARTICLE 39	SEPARABILITY		77
ARTICLE 40	ELECTION DAYS		78
ARTICLE 41	INCLUSIONS		79
ARTICLE 42	HEALTH & SAFETY COMMIT	ITEE 8	30
ARTICLE 43	DURATION AND AUTOMAT	IC RENEWAL 8	81
APPENDIX A	PAID ANNUAL LEAVE ACCU	IMULATION 8	32
LETTER OF AGE	EEMENTS Preference Poin Job Sharing Work Closure Classified Positi Retirement		

#### **PURPOSE AND INTENT**

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective Representatives at all levels and among all Employees.

1.2 The Employer is genuinely interested in maintaining maximum employment for all covered by this Agreement. The Employer further recognizes that the bargaining unit may change as the organization itself changes and agrees to maintain the integrity of the bargaining unit.

#### RECOGNITION

#### 2.1 Definition:

The Shelby Township Municipal Employees' Unit shall hereinafter be called the Union.

2.2 Pursuant to and in accordance with all applicable provisions of Act
336 of the Michigan Public Acts of 1947, as amended, the Charter
Township of Shelby, hereinafter referred to as the Employer, Shelby
Township or the Township, does hereby recognize the Shelby
Township Municipal Employees' Unit of the International Union United
Automobile, Aerospace and Agricultural Implement Workers of
America, UAW including office clerical, technical and maintenance
Employees, but excluding elected officials, confidential Employees and
temporary Employees, as the sole and exclusive representative for the
propose of collective bargaining with respect to rates of pay, wages
and all other conditions of employment for all listed Employees.

#### 2.3 Aid to Other Unions:

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

#### **DEFINITIONS**

The International Union The Shelby Township Municipal Employees' Unit of the

International Union, United Automobile, Aerospace and

Agricultural Implement Workers of America, UAW.

The Employer The Municipal government of the Charter Township of

Shelby.

Bargaining Unit Member Employees recognized under the Michigan Employment

Relations Commission as appropriate Bargaining Unit

Members in the formation of the Union.

Days Defined as working days, excluding weekends and

holidays.

Benefit Days Days an Employee has earned through working that are

given as paid time off such as vacation days, sick leave days, personal days, funeral days and jury duty days. Days while on workers' compensation or unpaid leave are

not benefit days.

Time Worked Time worked includes days actually worked and paid

benefit days taken under the Contract such as vacation, personal and sick days, funeral leave and jury duty. It

does not include time on workers' compensation.

A Worked Period Shall be defined as a two (2) week pay period in which

an Employee has either worked or taken paid benefit days such as vacation, personal and sick days, funeral or

jury duty leave.

Anniversary Date The date which reflects each successive year of

Township service or the adjusted service of an Employee.

This date is used for longevity and vacation days

accumulation rate.

Seven Day Operation A rotating shift using any and all seven (7) days of the

week.

#### **Employee Status**

#### A. Regular Full Time Employee

A regular Full-time Employee is an Employee who has completed the six (6) month probationary period and is scheduled to work full-time.

#### B. Regular Part-Time Employee

A regular part-time Employee is an Employee who has completed the six (6) month probationary period and is scheduled to work less than full time on a permanent basis. Regular part-time Employees will receive pro-rated benefits according to the hours worked.

#### C. Temporary Employee

A Temporary Employee is an Employee who works at a designated temporary job to meet the requirements of the Township due to staffing problems within the respective departments. Temporary Employees so hired may work at a designated job within the department to a maximum of one hundred twenty (120) calendar days per year, per Employee. However, if there are extenuating circumstances, the time limit may be extended by mutual agreement of Management and Union. Temporary Employees shall be hired from a list established by the Personnel Director. This list shall be provided to and approved by both the Township and the Union and shall be reviewed quarterly by the Personnel Director and the Union. The Union shall be given prior notice of the hiring of all temporary Employees. The Temporary Employee will receive the Union wage for the classification he/she is temporarily filling. However, he/she will not receive benefits.

#### D. Seasonal Temporary Employee

A Seasonal Temporary Employee is an Employee hired for seasonal, temporary work to supplement the work force. It is not the intent to use seasonal Temporary Employees to displace any regular Employees. Hourly rates of pay are to be established by the Department Head based on an existing pay scale.

#### E. Co-op Student

A Co-op student Employee will perform Bargaining Unit duties under the direct supervision of a Bargaining Unit Employee. A Co-op student Employee is not to be used to displace Bargaining Unit Employees. A Co-op Employee will not work any overtime. It is the intent of management to study the Co-op Program to ascertain that Co-op Employees are properly used and to establish an equitable wage and salary system.

#### F. Supplementary Employees

Supplementary Employees are Employees hired to supplement the workforce on a continuing basis, but less than full time. Employees in this classification include: Library Page, Park Aide, Senior Exercise Instructor, Bus Drivers, Senior Citizen Aide and other positions agreed to by the Union and Management. Hourly rates of pay are established by the Department Head based on an existing pay scale with no fringe benefits.

#### **DISCRIMINATION**

No persons employed by Shelby Township shall be discharged or discriminated against because of race, creed, color, sex, age, national origin, Union activity, marital status, height, weight or physical handicap.

#### UNION SECURITY

- 5.1 Employees covered by this Agreement at the time it becomes effective, who are Members of the Union, shall be required, as a condition of continued employment, to continue to be Members in good standing in the Union for the duration of this Agreement.
- 5.2 Employees covered by this Agreement who are not Members of the
  Union at the time it becomes effective and Employees hired, rehired,
  transferred or reinstated into the Bargaining Unit after the effective
  date of this Agreement and covered by this Agreement shall be
  required, as a condition of continued employment, to become
  Members in good standing of the Union for the duration of this
  Agreement on or before the tenth (10th) day, after the thirtieth (30th)
  day, following their employment in the Bargaining Unit.
- An Employee shall pay an initiation fee and the periodic dues and assessments uniformly required as a condition of acquiring or retaining membership; and if they are Members in good standing, shall be deemed to meet the conditions of this Section.
- Employees shall be deemed to be Members of the Union within the meaning of this Section if they are Members and not more than sixty (60) days in arrears in payment of membership.

Any present or future Employee covered by this Agreement who does not comply with the above provisions shall, as a condition of employment, pay to the Union a service charge as a contribution toward the administration of the Agreement in an amount equal to the regular monthly Union membership dues of the aforesaid Union upon reaching the tenth (10th) day after the thirtieth (30th) day following his/her employment. Employees who fail to join the Union or pay the service charge shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

#### 5.6 Save Harmless

5.5

The Union agrees to indemnify and hold harmless the Township against any liability of any kind which may arise by reason of this Article.

#### **UNION RIGHTS**

#### 6.1 Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, designated Union representatives shall be allowed to:

- A. Attend negotiating meetings with the Township representatives. Members of the STMEU 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 STMEU negotiating team shall not receive cash payment for the time spent negotiating while off duty; however, the STMEU negotiating team shall receive six (6) days of administrative leave per Contract year as compensation for time spent negotiating.
- B. Prepare and transmit communications authorized by the Union or its officers to the appropriate personnel, not to exceed one
  (1) hour in any day, not to exceed a total of three (3) hours per week, limited to two (2) representatives at one time.
- C. Attend meetings called by the Township for Employees under this Agreement.

D. Present a Union sponsored "New Employee" orientation to each new Employee following the completion of the standard Township orientation. The Township will advise the Union when their standard orientation is completed.

#### 6.2 Union Representation Units

For the purpose of Union representation, the number of representative subunits in the Union shall be as follows:

1 person Subunit #1 - DPW - Motor Pool

1 person Subunit #2 - Parks and Recreation - Building & Grounds

Maintenance

1 person Subunit #3 - Clerical/Technical/Professional

1 person Subunit #4 - Utility Steward to handle any problem not handled by three (3) Unit Stewards

The names of the above persons are to be listed by the Union. The Employer and the Union may agree to modification of the bargaining subunits from time to time by mutual agreement.

#### 6.3 Unit Stewards

In each subunit, Employees shall be represented by one (1) Unit

Steward. In the absence of the Unit Steward in a given subunit, the

Utility Steward may act in his/her behalf. In the event the Utility

Steward cannot be contacted, the Employee may be represented by

any one (1) Member of the Grievance Committee.

- 6.4 The Union agrees to provide the Employer with a current list of the designated Unit Chairperson and Stewards and Local Union Officers.
- 6.5 The Employer agrees to provide the Union with a current list of all Supervisors, as well as Department and/or Division Heads in the various subunits.
- 6.6 The Union Grievance Committee shall consist of the Unit Chairperson and two (2) Stewards.
- 6.7 The Negotiating Committee shall consist of the Unit Chairperson and two (2) elected Stewards.

#### 6.8 Union Notices on Bulletin Board

The Township will furnish bulletin boards for Union notices and information. These bulletin boards, or anything posted thereon, will not be disturbed by any Official of the Township, provided that the conditions set forth herein are met. Notices shall be dated for removal by a responsible Union official in each building. The bulletin board shall be used by the Union for posting notices bearing the written approval of the Unit Chairperson, but only for the following notices:

- A. Recreational and social affairs of the Union
- B. Union meetings
- C. Union elections
- D. Union appointments and results of Union election

- E. Bona fide Union activities such as: Cooperatives, Credit
  Unions, and unemployment compensation information
- 6.9 In the event that the Unit Chairperson is absent, the Union may designate a Steward to act as Unit Chairperson during said absence.

#### MANAGEMENT RIGHTS

7.1

The management of the Township's operations and the direction of the working force remain the sole and exclusive rights and responsibilities of the Township: Including, for example, the authority to hire, discipline, suspend, discharge and promote Employees; to adjust the working force: to determine the extent and schedule of its operations, and to introduce new or improved methods and processes or facilities. The Township agrees that it will notify the Union, for information purposes only, of changes in departmental operations, methods, processes or facilities which permanently increase or decrease the workforce or which create the need for skills not covered by the then present classifications, and it will discuss with the Union modifications in classifications to include the needed skills. In exercising its management responsibilities, the Township will comply with the terms and conditions of this Agreement and will not discriminate against any Member of the Union.

The above-mentioned Management Rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. It is understood that any of the rights, power or authority the Township has prior to the signing of this Agreement are retained by the Township, except those specifically abridged, granted or delegated to others or modified by this Agreement.

#### **DEDUCTION OF DUES**

- 8.1 The Employer hereby agrees to deduct dues, assessments and/or initiation fees of the individual Employees to the Union as authorized by such Employees upon the following terms and conditions:
  - A. Each Employee who desires to have such dues, assessments, and/or initiation fees deducted from his/her earnings shall execute the "Authorization for Payroll Deduction" form, as set forth on the following page:

### AUTHORIZATION FOR PAYROLL DEDUCTION SHELBY TOWNSHIP MUNICIPAL EMPLOYEES' UNIT

(Please print) Last Name First Name Middle Name
(Flease print) Last Name First Name Wildlie Name
Department or Division
Classification
To the Township of Shelby:
I hereby request and authorize you to deduct from my earnings the current
initiation fee being charged by the Shelby Township Municipal Employees' Unit and
any assessments levied by the Union, and to deduct from my earnings the monthly
dues as established and certified by the Union.
I authorize you to pay the amounts deducted to the Financial Secretary of the Local
Union. This authorization shall remain in full force and effect unless terminated by
me, by written notice, to the Union and Employer within thirty (30) days
immediately preceding the termination date of the existing Agreement or
termination of my employment.
Date Employee Signature
B. The Employer shall initiate such deduction or deductions in

B. The Employer shall initiate such deduction or deductions in effect at the second pay period of the month following receipt of same, and continue same in accordance with the terms and conditions set forth in the Authorization;

- C. The Employer shall transmit such deduction(s), together with a list of the Employees paying same, to the Financial Secretary of the Local Union designated in writing by the Union, and shall do so as soon as possible after the 15th day of the following month;
- D. The form shall be utilized as Authorization for such deductions from Union Member Employees.
- 8.2 The following form shall be utilized as authorization for payroll deduction of service fees by non-member Employees:

#### **AUTHORIZATION FOR PAYROLL DEDUCTION - NON MEMBER**

Ву					
(Please print)	Last Name	First Name	Middle Name		
Division or Depa	rtment			· · · · · · · · · · · · · · · · · · ·	
Classification					
To the Township	of Shelby:				
I hereby request	and authorize	you to deduct	from my earni	ngs a monthly servi	се
charge as a cont	ribution towar	ds the support	and administra	ation of the Agreem	ent
between the She	elby Township	Municipal Emp	oloyees' Unit in	the amount equal t	0
its members' reg	jular monthly (	dues.			
I further authoriz	e you to pay 1	he amounts so	deducted to t	he Financial Secreta	iry
of the Local Unio	on.				
Date		Employ	voo's Signature		
Date		Employ	ee's Signature		

8.3 Employees laid off shall have their dues or service fees automatically deducted upon return to their employment with Shelby Township.

Employees who are enrolled between the 1st and the 15th shall pay for the current month. Employees enrolled between the 15th and the end of the month shall pay the following month.

#### PERSONNEL FILE

- 9.1 An Employee shall have the right to review the contents of his\her records and to have a Union representative present at such a review.
- An Employee will be notified in advance of any material to be placed in his/her Personnel File. An Employee may submit a written notation regarding any material, including service ratings, placed in his/her file, and a written notation of such shall be given to the Employer. If the Employee believes the material placed or to be placed in his/her file is inappropriate or in error, he/she may seek adjustment by discussing the matter with the Personnel Department. If the material is found to be in error, the material shall be corrected or expunged from the file. If an Employee is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material but in no instance, shall said signature be interpreted to mean agreement with the material's content.
- 9.3 No material from a personnel file shall be released without notification to the person involved and only that material essential to the requirements of a legitimate interest may be released.

9.4 Material of a disciplinary nature shall be removed from the Employee's file in two (2) years. The Department Head shall have the discretion to remove the material prior to the expiration of the two (2) year period.

#### SENIORITY

- 10.1 Seniority shall be defined as length of continuous service within the Bargaining Unit, as of the Employee's last date of hire in said Bargaining Unit. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- 10.2 An Employee shall lose his/her seniority under the following circumstances:
  - A. If he/she resigns;
  - B. If he/she is discharged, and such discharge is not reversed through the Grievance Procedure or the courts;
  - C. If he/she is absent for four (4) consecutive working days or fails to return to work within four (4) consecutive working days of the expirations of any type of leave of absence without properly notifying the Township, unless he/she has a reasonable explanation for failure to notify. Exceptions may be made in appropriate cases;
  - D. If he/she fails to return to work within ten (10) working days after being recalled from a layoff as set forth in the recall procedure;

- E. If he/she is laid off for a continuous period equal to his/her length of seniority, or of one (1) year, whichever is greater, as set forth in the recall procedure.
- 10.3 Seniority of all Employees shall be and remain as posted at the signing of this Agreement, except as it may be accumulated.
- 10.4 A seniority list for all Employees under this Agreement shall be submitted by the Township to the Union and posted semi-annually.

  The seniority list shall be established in accordance with the seniority dates.
- 10.5 The Township shall present the Union with a list of Employees transferred out of the Bargaining Unit or entering the Bargaining Unit, Employees who, for any reason separate from the Bargaining Unit, and Employees going on or returning from a leave of absence within ten (10) days of the transaction.
- 10.6 If an Employee is transferred, promoted or elected to a position within the Township not included in the Bargaining Unit and thereafter returns to a position within the Bargaining Unit, he/she shall return with full accumulated seniority, including the time spent outside the Bargaining Unit.
- 10.7 Employees transferred, promoted or elected under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. Upon return from such a

Bargaining Unit in his/her former classification, seniority permitting. If he/she cannot be placed in his/her former classification, he/she will follow the layoff procedure under Sections 14.2, 14.3 and 14.4.

Notwithstanding their position in the Seniority list, the Unit Chairperson and Stewards shall in the event of a layoff and recall be continued at work, provided they have the ability to perform the work being done at the time. In the event that the Unit Chairperson and Stewards must be laid off, they will be laid off in the following order: Stewards, then Unit Chairperson.

10.8

#### PROBATIONARY PERIOD

- 11.1 A new Employee hired into the Bargaining Unit shall be considered a Probationary Employee for the first six (6) months of his/her employment. Periods when the Employee is absent on approved leave, or workers compensation, shall not be included in computing the six (6) month probationary period. During the probationary period the Employee may be discharged without cause. Following successful completion of the six (6) month probationary period, he/she shall rank for seniority purposes from the first day of hire.
- The Union shall represent Probationary Employees for the purpose of collective bargaining and in respect to rates of pay, wages, hours and other conditions of employment, except the Union cannot challenge the discharge, discipline, dismissal or layoff of a probationary Employee except for Union Activities.

#### PROMOTION/TRIAL PERIOD

- Whenever possible, vacancies in higher classification or grade shall be filled by promotion. Promotion shall be made from among Employees in the grades below the grade in which the vacancy exists, qualified by training and experience to fill the vacancy, and whose length of services in such lower grade entitles them to consideration. For the purpose of promotion, qualified Employees shall be considered in the lower grade on the basis of their service record, experience in the work involved in the vacant position, training and qualification for such work, seniority and such other tests of fitness as management may require. Seniority shall be controlling when other factors are equal.
- 12.2 If a status Employee applies for and is accepted in a new position, he/she shall be given a sixty (60) day trial period. If either the Employee or the Department Head find the position or work unacceptable, the Employee may return to his/her old position.
- 12.3 No seniority shall accumulate in the new position until successful completion of the trial period. The Employee shall be evaluated on at least a monthly basis during the trial period.

#### **STRIKE PROHIBITION**

- 13.1 The Union recognizes that strikes by Public Employees are prohibited by Act 336 Public Acts of 1947, as amended, and agrees that it will comply with said Act.
- 13.2 The Township shall not conduct a lockout of Bargaining Unit

  Employees during the course of this Agreement. At no time shall

  Employees be required to cross the picket line of another Union when

  crossing a line would impair the safety of Employees.

#### LAYOFF AND RECALL

- 14.1 A layoff is defined to be the reduction of the work force due to the lack of work, lack of funds or any reasons other than acts of delinquency of an Employee.
- 14.2 Layoffs shall be made in conformity with the principle of seniority in the unit, i.e., the last one hired being the first one laid off and the first one laid off being the last one recalled.
- In the event layoffs become necessary, Employees with seniority shall be able to transfer to any other job held by a lesser seniority

  Employee, providing they have the ability, in the following order:
  - A. To an equal classification and grade in their department.
  - B. In descending order to classifications in the next lower grades in their unit as described in Section 2.2.
- 14.4 Employees who have left the Bargaining Unit under Section 10.6 and are laid off or transferred from their non-bargaining unit position may exercise their seniority under Sections 14.3, A & B, in the Bargaining Unit as described in Article 2, Section 2.2 and bump an Employee of equal or lessor grades in that unit in descending order, providing they have the ability to perform the job.
- 14.5 For the purpose of layoffs and recalls, Employees who have been upgraded will not carry their seniority to the higher grade (except

- those upgraded with State Examinations) until the completion of six

  (6) months of employment on the higher grade. Recalls will be made
  in the reverse order of the layoff procedure.
- 14.6 If a question arises as to the ability to do the job under the above Sections, the question will be resolved through the grievance procedure.
- 14.7 In the event of any layoffs, Co-op Employees, Temporary Employees, Seasonal and Supplementary Employees shall be the first Employees to be laid off.

#### **DISCHARGE OR SUSPENSION**

- 15.1 The Township agrees to notify the Union in writing prior to the discharge or suspension of an Employee.
- The discharged or suspended Employee will be allowed to discuss his/her discharge or suspension with his/her Union Representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Township. Upon request, the Township or its designated Representative will discuss the discharge or suspension with the Employee and his/her Union Representative.
- Health and Life Insurance premiums will be paid for a discharged

  Employee until all steps of the grievance procedure have been

  followed, including either a Civil Service Hearing or binding arbitration.
- Should the discharged or suspended Employee or the Steward consider the discharge or suspension to be improper, a complaint shall be presented in writing through the Union Representative to the Department Head within three (3) regularly scheduled working days after receiving the complaint. If a meeting with the Department Head is requested in the complaint, it shall take place within three (3) regularly scheduled working days after such complaint is received. This meeting will be attended by the Unit Chairperson, Steward and

the Employee. If the grievance is not resolved and a disposition given in writing at this meeting, the Department Head shall give his/her written answer within three (3) working days from the date of the meeting. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure beginning with Step 3. The Township agrees to supply the Employee and the Union Steward with a copy of any reprimand placed into his/her record and also guarantees the Employee the right to review his/her personnel and Civil Services records upon request.

15.5

#### **GRIEVANCE PROCEDURE**

### 16.1 **SECTION 1**:

16.2

Should any dispute arise between the parties including the application, meaning or interpretation of this Agreement, an Employee and/or the Union may seek redress from the Township from within fifteen (15) days after the event, occurrence or knowledge of the facts giving rise to the dispute. An earnest effort shall be made to resolve such dispute promptly and the following procedure shall be adhered to:

- Step One An Employee who believes he/she has grounds for a dispute because any provision of this Agreement or any working condition has not been applied or interpreted properly towards him/her may discuss his/her complaint with his/her immediate Supervisor and/or may secure the services of his/her Unit Steward to represent him/her. The Supervisor shall review the matter and shall respond to the Unit Steward within three (3) working days.
- 16.3 Step Two If the dispute remains unadjusted, it shall be presented by the Unit Steward and/or a Grievance Committee Member in writing to the Department Head or his/her designated Representative of the Township within five (5) working days after the Supervisor's response is due. The Department Head or designated Representative of the Township shall arrange a meeting to be held within five (5) working

days. The Township shall respond in writing to the written grievance within three (3) working days after the meeting is held.

- 16.4 Step Three If the grievance remains unadjusted, it shall be presented by the Union to the Township Personnel Director or a designated Representative within seven (7) working days after the response of the Department Head is due. A meeting shall be held within five (5) working days after receipt of the grievance. The Personnel Director or a designated Representative shall respond in writing to the grievance within five (5) working days after the meeting is held.
- 16.5 Step Four If the grievance remains unadjusted, the parties may agree to contact the Michigan Employment Relations Commission ("MERC") for mediation. Should MERC be contacted, the other party must be notified in writing within fifteen (15) working days after receiving the Personnel Director's decision in writing. If the matter cannot be mediated by MERC within twenty (20) days of the request unless extended by the parties, the grievance will be moved to Step Five of the Grievance Procedure if requested by either party. The parties may extend the time limits herein upon mutual agreement.
- 16.6 <u>Step Five</u> Any unresolved grievance which has been fully processed through the fourth step of the Grievance Procedure may be submitted to binding arbitration or a Civil Service hearing. If the dispute involves discipline or discharge, the involved parties shall have twenty (20)

days to appeal the final administrative decision to either a Civil Service Hearing, or to demand arbitration. An election as to remedy must be made within the twenty (20) day period, and both appeal procedure cannot be used beyond this step. If arbitration is elected, it will be in strict accordance with the following:

- A. Arbitration may be invoked by either party by filing a demand for arbitration with the American Arbitration Association within twenty (20) days of the receipt of a certified impasse from Step Four. A copy of the demand is to be filed with the other party;
- B. The selection of the Arbitrator and the determination of the dispute outlined in the grievance shall be in accordance with all the applicable rules of the American Arbitration Association;
- C. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement, and she/he shall be without power to make a decision;
  - Contrary to, or inconsistent with, or modifying or varying the terms of this Agreement in any way;
  - (2) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- D. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his/her

decision within thirty (30) days after the conclusion of testimony and argument. Expense for the Arbitrator's services and the proceedings shall be borne equally by the Township and the Union.

- 16.7 Failure by the Union to act on a grievance within the time limits specified in Section 1, Steps 1, 2, 3 and 4 shall constitute a bar to further action on that grievance. Failure by the Township to act on a grievance within the time limits specified in Section 1, Steps 1, 2, 3 and 4 shall allow the grievance to be processed to the next step in the Grievance Procedure. All time limits in the Grievance Procedure may be shortened or extended by mutual agreement.
- 16.8 Grievances or disputes affecting the entire Bargaining Unit or an entire classification may be entered by the Union as a Policy Grievance at Step Three. Grievances or disputes affecting an entire department may be entered by the Union as a Policy Grievance at Step Two.

### 16.9 <u>SECTION 2: INVESTIGATING GRIEVANCES</u>

When it becomes necessary for the Unit Steward to investigate and process grievances, he/she shall be given reasonable time off the job during regular working hours, without loss of pay. The Steward shall inform his/her immediate Supervisor or designated Representative sufficiently in advance of such time is required. He/she shall also notify his/her immediate Supervisor of the location of the dispute.

### 16.10 SECTION 3: TIME OFF FOR OTHER UNIT OFFICIALS

The Members of the Grievance Committee and the Unit Chairperson or designated Representative, shall be given reasonable time off the job during regular working hours, without loss of pay, to enable them to further grievances, meet with each other, or meet with Township Officials on pertinent matters. Each of them will inform his/her immediate Supervisor or designated Representative sufficiently in advance of such time as is required. They shall also give notification of the location and nature of their meetings.

#### WAGES

- 17.1 The wages for the Bargaining Unit Members shall be computed as follows:
  - A. Effective January 1, 1996, all Employee wage rates and all salary steps are to be increased by three (3%) percent.
  - B. After the January 1, 1996 increases are computed, effective January 1, 1997 all Employee wage rates and all salary steps are to be increased by three (3%) percent.
  - C. After the January 1, 1997 increases are computed, effective January 1, 1998 all Employee wage rates and salary steps are to be increased by three (3%) percent.
  - D. After the January 1, 1998 increases are computed, effective January 1, 1999 all Employee wage rates and salary steps are to be increased by three (3%) percent.
  - E. After the January 1, 1999 increases are computed, effective January 1, 2000 all Employee wage rates and salary steps are to be increased by three (3%) percent.
- 17.2 Effective July 1, 1985, the Township will pay four (4%) percent of the five (5%) percent of the Employees pension contribution.

  Employees hired after July 1, 1992, will pay the full five (5%) percent.

- 17.3 Wages will be paid bi-weekly, as per attached wage Addendums.
- 17.4 Shift Premium There will be twenty cents (.20) per hour premium for hours worked on the afternoon shift.
- 17.5 The afternoon shift is any shift that is scheduled to start on or after12:00 noon.
- 17.6 Employees regularly employed on a five (5) day work week other than Monday through Friday, will receive an additional twenty (.20) per hour for work on Saturday or Sunday.
- 17.7 Overtime Compensation for overtime service shall be paid time and one-half based on an Employee's base hourly rate of pay. Double time will be paid for work on a Holiday and Sunday, in addition to regular Holiday pay.
- 17.8 Employees working a seven (7) day operation shall receive:
  - A. Ten cents (.10) per hour over their classified pay rate.

#### FORTY (40) HOUR EMPLOYEES

B. Time and one half (1-1/2) for all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, but not both.

#### THIRTY-SEVEN AND ONE HALF (37-1/2) HOUR EMPLOYEES

C. Time and one-half (1-1/2) for all hours worked in excess of seven and one-half (7-1/2) hours in one (1) day or thirty-seven and one-half (37-1/2) hours in one (1) week, but not both.

# **DEFERRED COMPENSATION**

The Deferred Compensation Plan will be as outlined in the Nationwide Life
Insurance Company policy, the Agent being PEBSCO (Public Employees Benefit
Services Corporation).

## **LONGEVITY**

19.1 Employees shall receive the following longevity benefits based upon regular base pay, not to exceed Forty Thousand (\$40,000.00) Dollars for General Employees:

Years of Completed Service	Percentage of Base Wage
five (5) years	2%
seven (7) years	3%
ten (10) years	4%
twelve (12) years	5%
fifteen (15) years	6%
twenty (20) years	8%
twenty-five (25) years	10%

19.2 The longevity pay shall be paid in a single amount on the first pay period in January, based on the years of service for the upcoming year.

### CALL IN PAY/MEETINGS

- 20.1 Employees called into work and sent home shall receive not less than three (3) hours pay at time and one half (1-1/2) the base hourly rate of pay.
- Anyone scheduled for a meeting, by a Supervisor or a Department

  Head after normal working hours shall be paid a minimum of three (3)

  hours pay at time and one half (1-1/2) the base hourly rate of pay.

#### SICK LEAVE

### 21.1 Short Term Sick Leave:

- Effective July 1, 1990, sick leave days will be earned at the rate of one (1) day per month for a total of twelve (12) sick days per year.
- New Employees will be given a one-time grant of twenty (20)
  sick days. The twenty (20) day grant or the remaining days of
  the grant, whichever is applicable, will be abolished at the end
  of sixty (60) months.
- Personal days, if available, which are not used during each
   Contract year provided in the Article, may be converted by the
   Employee into sick leave.
- 4. The unused portion of the above total of twelve (12) earned sick days, and converted personal days if available, and the one time only grant may be carried over to subsequent years. At the first pay period in December, an Employee shall be paid sick days in excess of thirty (30) days at one hundred (100%) percent of his daily rate of pay, but not until the initial grant has been reimbursed. The 1995 sick days will be paid at the current 1996 daily rate of pay.

- 5. 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 his/her immediate family, which necessitates the Employee's absence from work. Immediate family shall include the Employee's spouse, children, parents or foster parents, parents-in-law, brother or sister, and any persons for whose financial or physical care he/she is responsible. The Department Head may require that the Employee provide substantiation as to the need of the Employee utilizing sick leave for such individuals; said leave not to exceed three (3) days without the approval and substantiation as above by the Department Head.
- Sick leave may be utilized by an Employee for appointments with a doctor or dentist.
- 7. Any utilization of sick leave allowance by an Employee must be reported to the Department Head as soon as possible. The Department Head will notify the Personnel Office. Any sick time must be in a minimum of one-half (1/2) hour and must be approved by the Department Head.
- The Personnel Director will notify an Employee of the expiration of the Employer-Paid allowances.

- 9. The Employer may, at its discretion, require each Employee desiring sick leave benefits in excess of three (3) days to file with the Department Head one or both of the following:
  - A physician's statement of the condition, diagnosis,
     prognosis for the Employee or other relevant information
     to the Employee's condition;
  - B. A sworn affidavit that the claim for absence for any of the reasons stated is bona fide, as well as other relevant information pertaining to the Employee's situation.

### 21.2 Short Term Disability Provision:

- 1. An Employee qualifies for Short Term Disability as follows:
  - A. An Employee must qualify for this section by sustaining a period of twenty (20) consecutive lost work days or two (2) or more continued illnesses lasting for a minimum of ten (10) consecutive work days totaling twenty (20) lost work days. An Employee may apply for extended sick leave for the 21st lost work day through the point at which Long Term Disability Coverage begins. Said application must be made to the Department Head;
  - B. For the 21st lost work day through the 180th consecutive day of illness or injury the Employee shall receive his/her wages, health insurance, life insurance

- premiums paid by the Township, and shall accumulate all benefits except vacation days.
- C. The Short Term Disability provision herein is to be used as a bridge to Long Term disability. These Short Term Disability days shall not be accumulated;
- D. Short Term Disability herein may be used for any illnesses, injury or disability to the Employee or his/her immediate family as defined above with proper substantiation as indicated.
- E. In the event that the Section herein is funded by a Short
  Term Disability Insurance Policy as opposed to being self
  funded by the Township and there is dispute by the
  insurance company as to payment of wages, the
  Township shall provide benefits as stipulated hereunder
  until the dispute is resolved. Thereafter, any proceeds
  received from the insurance company in payment of past
  owed benefits will be turned over to the Township.

### 21.3 Long Term Disability:

A Long Term Disability Insurance Plan will be utilized for all Bargaining
Unit Employees consistent with that established on November 26,
1985.

- 21.4 After exhausting all paid time off, an Employee must resort to the Leave of Absence provisions pursuant to Article 22 to maintain continuity of seniority.
- 21.5 Health and Life Insurance will be paid for an Employee and family on Long Term Disability.

#### LEAVE OF ABSENCE

#### 22.1 LEAVE OF ABSENCE

- A. Leaves of Absence for Illness, Injury or Medical Disability
  - 1. An Employee is: (1) unable to work because of personal sickness, injury or disability; (2) has exhausted sick leave; (3) has exhausted vacation and personal leave; and (4) has furnished a written request to the Personnel Director accompanied by evidence of disability satisfactory to the Personnel Director, shall be granted a leave of absence, without pay. Such request and evidence may be delivered or sent to the Personnel Director by the Union or any other interested party.

    Requirement No. 3, shall be waived in whole or in part by the Personnel Director at the Employee's written request.
  - 2. The leave of absence shall be for the period of continuing disability for a period of time up to one (1) year. The Department Head may continue the leave of absence beyond one (1) year with the approval of the Personnel Director. However, an Employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary,

physicians' opinions shall be the basis used to determine the questions of appropriate medical treatment or evidence of continuing disability.

3. If an Employee, who can perform the work, has been on leave of absence for illness or disability lasting for a period of one (1) year or less, the Employee will have the right to return to the position he/she was assigned to when the leave was granted.

### B. Maternity Leave

There are medical conditions for which the onset and duration can usually be approximately predicted by the physician, such as normal childbirth and elective surgery. For Childbirth, the usual period of disability with medical certification, will be two (2) weeks prior to the due date and six (6) weeks after delivery. As with other forms of illness, injury or medical disability, wage continuation for all or part of this period may be achieved by charging accrued sick, vacation or personal leave as provided in Paragraph A.1. Leave of absence, without pay, for illness, injury, or medical disability will be granted for the balance of the period as provided in this Section.

### 22.2 PERSONAL LEAVE

- A. A personal leave of absence, without pay of up to four (4) months may be granted in cases of exceptional need for those Employees who have been employed on a regular basis. Leave may be granted for such reasons as settlement of an estate, serious illness of a member of the Employee's family, temporary termination of the Employee's work, child care for a newly-born infant or newly adopted children up to the age of six (6), or an extended trip, but not for the purpose of obtaining employment elsewhere. Leave of absence of this type may be extended by the Personnel Director for additional four-month periods, but the total leave time shall not exceed one (1) year.
- B. An Employee who is on a leave of absence without pay will not receive pay for holidays falling within the leave of absence, nor will he/she accrue any vacation or sick leave time.
- C. Health and Life insurance will be maintained and premiums paid by the Township for an Employee under Article 22.2A (Personal Leave) for the month and the month following that in which the Employee's leave commences. Health and Life Insurance as well as payments to the pension program will be maintained and premiums paid by the Township for an Employee under Article 22.1A (Leaves Without Pay).

- D. An Employee who has exhausted his/her paid benefits under these Sections must check with the Personnel Department of the Township about maintaining the Employee Group Life Insurance and Hospitalization and Surgical Insurance.
- E. If it is not possible to assign work to an Employee immediately upon return from personal leave, the Employee will be granted an extended leave to be worked out with the Personnel Department while a concerted effort is made to find employment for the Employee.

### 22.3 **LEAVE OF ABSENCE WITH PAY**

#### A. <u>Authorization</u>

The Personnel Director may authorize salary payments in whole or in part to Employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work.

### B. <u>Court Service Leave</u>

Upon submission of a summon to appear in court as a witness or on jury duty and the fees received for same, the Employee will be paid the pay he/she would have normally received for working a normal work week. The Employee shall report back

to work as soon as his/her court duty is finished, even if only part of the day remains.

### 22.4 UNION BUSINESS LEAVE OF ABSENCE

Employees elected or appointed to a Union position, or selected or appointed to attend Union functions or perform services for the Union, will be granted a leave of absence without pay, but without a loss of fringe benefits and accrual of seniority for the period specified in the Union's written request for the Employee's service. The Employer will be reimbursed for fringe benefit costs on leaves lasting more than two (2) months. It is understood that the Employer will not be required to grant a leave of absence under this provision of the Agreement if it causes an undo hardship upon the efficient operation of the Township. The Employer may hire a Temporary Employee to replace the Employee granted the leave of absence. At the termination of the leave, the Employee will have the right to return to the position the Employee was assigned to when the leave was granted.

### **PAY IN LIEU OF FAILURE TO GIVE NOTICE**

When an Employee is dismissed without two (2) weeks notice for causes other than misconduct, the Township will grant dismissal pay. This payment is made in lieu of notice. The Department Head will decide whether the Employee is to work after notice is given or is to be granted dismissal pay. Department Heads should be guided by the reason for dismissal and by the effect on morale involved in having a dismissed Employee remain at work. If an Employee quits during the interval between notice of dismissal and the end of the two-week pay period, he/she will receive no pay for the remaining days. In effect, such action will constitute a resignation.

### UNIFORM ALLOWANCE

- 24.1 Employees required to wear uniforms shall receive initial issues as follows:
  - A. PARKS & RECREATION, WATER-DPW, MOTOR POOL

#### Summer Issue:

- 3 shirts and 3 pants (lightweight)
- \* 4 T-shirts
  - 1 spring jacket (lightweight)
- \* 1 pair steel toed safety boots (\$100.00 maximum)

### Winter Issues

- 2 shirts and 2 pants (heavyweight)
- 1 winter jacket
- 1 pair work gloves
- \* T-shirts and safety boots issued once with the first issue.

### B. BUILDINGS AND GROUNDS

### Summer Issue:

- 3 shirts and 3 pants (lightweight)
- \* 4 T-shirts
  - 1 spring jacket (lightweight)
- \* 1 pair steel toed safety boots (\$100.00 maximum)
- 1 pair rubber boots

\* 1 pair safety glasses

### Winter Issue

- 2 shirts and 2 pants (heavyweight)
- 1 winter jacket
- 1 pair work gloves
- \* T-shirts, safety boots, rubber boots, and safety glasses issued once with the first issue.
- The above shall be issued on a seasonal basis. Each Employee shall receive a clothing allowance of Five Hundred (\$500.00) Dollars to replenish his/her work clothing as needed. This allowance shall be made in one (1) payment, on October 1st of each year. Those Employees who were hired during the previous twelve (12) months shall receive a prorated allowance equal to one-twelfth (1/12) of the full allowance for each month or part of a month since the Employee's date of hire. The purchased clothing must conform to the color and type worn in the Employee's department and shall bear the appropriate Township insignia. Steel toed safety shoes may be obtained from any quality source.
- 24.3 All safety equipment must be worn on the job to protect the Employee.

- 24.4 Clothing allowance for Appraisers, Building Inspectors, and Ordinance Enforcement Officer shall be Three Hundred Fifty (\$350.00) Dollars per year.
- 24.5 Rubber boots and rain suits will be maintained by the department and issued on a day-to-day basis as necessary.
- 24.6 All Non-Civil Services Employees shall have their work clothes replaced on an "as needed" basis following their initial issue.
- 24.7 Any Employee wearing Township uniforms full-time who report for work without clean, presentable Township clothing may be suspended from work for one-half (1/2) day without pay on the first offense.

  The employee may be suspended without pay for one (1) day for any repeated offenses.
- The Township shall bear reasonable costs for replacement of uniforms damaged during the course of employment with the Township, provided the damage is not due to the Employee's negligence. Said replacement shall be made within thirty (30) days of such damage.

  No cost for replacement will be made unless the "Departmental Proof of Damage Form" is filled out immediately after the shift in which the damage occurs and said form is signed by the Employee claiming the damage and countersigned by the Employee's direct Supervisor on duty during the shift in which the damage occurred.

#### PAID ANNUAL LEAVE

- All salaried Employees who regularly work thirty-seven and one-half (37-1/2) hours per week and hourly Employees who regularly work forty (40) hours per week shall be entitled to annual leave with pay. Vacation time shall be earned in days per pay period as per attached Appendix A. Once each year, Employees may cash in vacation days to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days cashed must not exceed fifty (50%) percent of earned vacation time.
- An Employee may accumulate up to thirty (30) vacation days. No accumulation will exceed the thirty (30) vacation days. Any exception to this must be agreed upon by the Department Head involved and the Personnel Director.
- 25.3 Vacations may be taken in increments of not less than one-half (1/2) day with the approval of the Department Head.
- 25.4 Any holiday falling within any vacation period shall automatically expand the vacation period by one (1) day. This day may be added to the beginning or at the end of the vacation period or applied with a future vacation period.

- 25.5 Upon termination of employment, all unused vacation time accrued and not used as provided shall be paid to the Employee at their base hourly rate of pay at the time of termination. Such compensation shall be paid to the Employee not later than thirty (30) days after termination of his/her employment.
- 25.6 Vacation time earned may be used during any part of the year provided prior approval is granted from the Employee's Department Head.
- 25.7 Employees shall make written application to their Department Head on or before May 15 of each year for the vacation period desired in that year. Increments of less than one (1) week must be approved five (5) working days prior to usage.
- 25.8 Department Heads shall schedule all vacation in accordance with such written requests, and it shall be their determination as to how many Employees can be on vacation at one time in order to ensure completion of all work.
- 25.9 Department Heads shall give priority in scheduling the vacations on the basis of seniority of the requesting Employee except where the Employee has not complied with Section 25.7 above in which event the priority shall not be considered as to that Employee.
- 25.10 Annual leave shall not be allowed in advance of being earned.

25.11 If an Employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

#### LEGAL HOLIDAYS

26.1 On the following named holidays, Employees shall be allowed to be absent from work with pay except as hereafter provided:

> New Years Day President's Day Good Friday

Labor Day Veteran's Day Thanksgiving Day

Memorial Day

Day After Thanksgiving Day

Independence Day Employee's Birthday

Christmas Eve Day Christmas Day

Most Employees will not work during the period commencing

December 24 of each year through January 1 of the following year.

However, all Department Heads may require their Employees to work during this period. Those Employees who do not work during the above period because of this provision shall be paid for the days they normally would have been scheduled for work as additional holidays to the extent that such payment is not provided for in the "Legal Holidays" provision of this Agreement.

Employees who are required to work what would be an additional holiday under this paragraph, will be paid the Employee's regular straight time rate for the day and will receive an additional day off during the fiscal year to be arranged with the Employee's Department Head.

The Employee's birthday, as a holiday, is to be taken within a week of the Employee's birthday.

The Township Board may require Employees to work on a paid holiday if their employment is necessary to the maintenance of minimum essential public service.

The Shelby Township Library will be kept open for business on all holidays except Christmas Eve Day, Christmas Day, New Years Day, Independence Day and Thanksgiving Day.

Employees required to work on any regularly designated holiday other than those listed in this Section will receive their regular pay and be given a compensatory day off of their choice within six (6) months of the day they were required to work.

### PERSONAL DAYS

- 27.1 Each Employee shall be credited with one (1) personal day on January

  1, and one (1) additional day on the 1st day of March, May, July,

  September and November to be used without loss of pay before the
  end of the year.
- 27.2 Personal days must be requested by the Employee and approved by the Department Head at least three (3) days prior to the requested time off except in case of emergency.
- 27.3 Any personal days not used prior to December 31st may be carried over as personal leave days to a maximum of ten (10) days. No Employee shall lose personal days in excess of ten (10) days as a result of refusal to grant by the Department Head.
- No more than two (2) personal days may be taken in any one month except at the discretion of the Department Head.
- 27.5 Personal days may be used in one half (1/2) hour increments.

#### **FUNERAL LEAVE**

- An Employee shall be allowed four (4) consecutive work days without loss of regular pay upon the death of any member of family as follows: Wife, husband, son, daughter, stepchild, mother, father, mothers and fathers-in-law.
- An Employee shall be allowed four (4) consecutive calendar days without loss of regular pay upon the death of any member of family as follows: Sister, brother, sisters and brothers-in-law, paternal and maternal grandparents as well as the grandparents of the employee's spouse.
- Sick leave may be utilized by an Employee for attendance at the funeral of a close friend or relative with approval of his/her Supervisor.

#### MILITARY LEAVE

- 29.1 The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.
- 29.2 Except as herein provided, the re-employment rights of Employees serving in the Armed Forces of the United States will be limited by the applicable laws and regulations.
- 29.3 Employees who are members of the Armed Forces Reserves or the National Guard shall notify the Personnel Director and their Department Heads sixty (60) days in advance of necessary leave for summer training.
- Temporary Tour of Military Duty Any Employee who has completed thirteen (13) bi-weekly work periods shall, upon his/her request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the military service not to exceed fifteen (15) consecutive calendar days in a calendar year or until the state of emergency has ceased to exist.
- 29.5 Such leave shall be credited as continuous Township service. For the duration of the leave, the Employee shall receive the difference between his/her military pay and his/her regular Township salary if his/her military pay is less.

### **HOSPITAL - SURGICAL - MEDICAL - COVERAGE**

30.1 For the period from the effective date of this Agreement to December 31, 2000, the cost of premiums for Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage, MVF-1 with Master Medical, Option IV, shall be paid in full by the Employer for the Employees, their spouses, and dependent children with the following riders:

M L Rider; and Prescriptions (\$5.00 deductible); Family Coverage

or, at the option of the Employee, the cost of premiums for HAP or Michigan Blue Cross and Blue Shield Hospitalization, Blue Preferred Plan (PPO) with Master Medical Option 1 shall be paid in full by the Employer for the Employees, their spouses and dependent children with the following riders:

M L Rider; Prescriptions (\$5.00 deductible); and, F C Rider (Family Continuation Rider)

30.2 For Employees hired after June 30, 1992, the costs of premiums for HAP or Michigan Blue Cross and Blue Shield Preferred Plan (PPO) with Master Medical Option 1 shall be paid in full by the Employer for the Employees, their spouses and dependent children with the following riders:

M L Rider; Prescriptions (\$5.00 deductible); and F C Rider (Family Continuation Rider)

- 30.3 At the Employee's option, in lieu of the Township-paid medical insurance for the Employee and his/her family, the sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be paid by the Township into the Employee's Deferred Compensation Account.
- This option may be changed at any time by an Employee and the

  Township will guarantee the Employee's coverage by the same carrier

  as previously used.
- 30.5 All other phases of insurance coverage upon retirement, etc. are outlined in the Administrative Rules & Regulations for Township Employees, as amended.
- It is agreed that no changes will be made in any benefit plans without prior negotiations and concurrence with the Union except that the Township may change without prior negotiations the insurance carrier for the insurance set forth in Article 21 and Article 33. The terms of coverage and all eligibility requirements will be as stated by the insurance carrier in the policy which is then in effect. In the event that a majority of the Employees of the Township agree to change the medical coverage under this Article, the Township may change to such alternative plan coverage.

- 30.7 Health care benefits as outlined in Article 30 will be fully paid by the Township for the surviving spouse of an active or retired Employee and dependent children.
- 30.8 Employees who select an insurance plan different from their plan may return to their original plan during the open enrollment period.
- 30.9 The Township will continue to provide benefits outlined in Articles 30, 31 and 32 for retirees, as provided for regular Employees provided that said Retired Employees apply for medicare when they are eligible.

## **DENTAL INSURANCE**

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

# **VISION CARE PROGRAM**

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

#### LIFE INSURANCE

- The Township will provide a life insurance policy equal to one and one-half (1-1/2) times an Employee's base salary rounded to the nearest Five Thousand (\$5,000.00) Dollars to be fully paid by the Township.
- The Township will provide a Five Thousand (\$5,000.00) Dollar term life insurance policy for persons retiring on or after July 1, 1983. The retiree may purchase additional life insurance at his/her cost provided that said option is allowed by the insurance carrier.

#### **WORKER'S COMPENSATION INSURANCE**

- The provisions of the Worker's Compensation Laws of the State of
  Michigan shall apply in claims of accidents or injuries to any and all
  Employees in the performance of their assigned duties.
- 34.2 Employees suffering injury in the performance of their assigned duties shall receive payment of their earnings for the first seven (7) days not worked, such payment to be made by the Township and returned to the Township upon awarding of Worker's Compensation Allowance.
- 34.3 Employees who receive Worker's Compensation Allowance, shall submit such payment to the Township and will receive in return, an amount of payments that, together with the Worker's Compensation Allowance, will equal the regular weekly income, based on a regular work week, not to exceed six (6) months, and then unused sick leave days to be utilized in conjunction with Worker's Compensation Benefits, not to exceed total weekly pay.

#### RETIREMENT PLAN

- All status Employees shall participate in the Township Pension Plan.

  All conditions of retirement shall be governed by the Administration

  Rules & Regulations for Township Employees, as amended.
- Upon application of a Member of this Union who becomes totally and permanently disabled, determination of the disability will be made by a medical examination of a physician chosen by the Member, a physician chosen by the Township and if agreement is not reached, a medical examination will be made, at no cost to the Employee, by a third physician who will be the majority opinion.
- A booklet for Retirees will be established listing the basic retirement requirements and other benefits such as hospitalization, dental and vision care.

The Union will be consulted as to the correct application and wording before publication.

Full time Employees age 55 or above with more than ten (10) years of continuous full time service with Shelby Township, may elect to take early retirement with full medical benefits as provided under the Agreement herein.

#### **TUITION REIMBURSEMENT**

- 36.1 A program of tuition reimbursement is hereby initiated under the following conditions:
  - A. Employees must have full Civil Service status.
  - B. Requests for tuition reimbursement and related fees must be approved by the Personnel Director prior to the employee taking the training for which the reimbursement is requested. The reimbursement for books will be capped at Fifty (\$50.00)

    Dollars per course. An Employee may appeal the Personnel Director's decision to the Civil Service Commission. Such approval will be granted if the conditions in Section 36.1C are met.
  - C. Any course may be approved which is related to the maintenance and improvement of an Employee's skill in performing his/her job, which the Employee is expected to be performing in the future or which is necessary to complete degree requirements.
  - D. Upon completion of the course and receiving a grade of "C" or better, the Employee will be reimbursed at one hundred (100%) percent of the required tuition if he/she has three (3) years

seniority. If the Employee has less than three (3) years seniority, the reimbursement will be as follows:

GRADE	REIMBURSEMENT
A	Ninety (90%) percent
В	Eighty-five (85%) percent
С	Eighty (80%) percent

- E. In order to qualify for reimbursement, an Employee must successfully complete the course in accordance with the school's regular standard.
- F. It is essential that there be no conflict between the Employee's normal working hours and the time required for study, travel and attendance of approved courses.
- G. An Employee may take up to sixteen (16) credits per year, but may be restricted to one course per term.

#### MISCELLANEOUS

#### 37.1 Working Agreement Distribution

Copies of this Agreement shall be furnished by the Township to the Union for distribution to its Members.

#### 37.2 <u>Maintenance of Conditions</u>

Wages, hours and conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement.

#### 37.3 <u>Situations Not Covered by Agreement</u>

It shall be the intent of the Union and the Township to keep this working Agreement in accord with the best interests of the Employee and the Township. Should this Agreement not cover a situation, negotiations may occur according to the provisions of this Agreement.

#### 37.4 Error in Wages

Deductions from an Employee's wages to recover overpayment made in error will not be made unless the Employee is notified in writing prior to the end of the month following the month in which the payment in question was delivered to the Employee. In the case of overpayment resulting from the application of the six (6) months increment, the recovery time shall be six (6) months. The notice specifying the amount of the overpayment and deductions to recover

such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the Employee.

#### 37.5 Equalization of Overtime

Work normally performed by Bargaining Unit Employees during regularly scheduled working hours, that is performed during overtime will be allotted to Bargaining Unit Employees as follows:

- A. It is agreed that all overtime work will be equalized among
   Bargaining Unit Employees by classification in the department;
- B. It is also agreed that all overtime necessary to perform

  Bargaining Unit work will be offered to Bargaining Unit

  Employees, providing they are able to perform the work. If

  there are no Bargaining Unit Employees available to perform the

  overtime assignment, the Supervisor may perform the

  assignment or work;
- C. Employees who have been given an opportunity and do not work will be charged with such overtime;
- D. Each department will maintain an overtime list and schedule.

#### 37.6 Flex Time

Employees may work hours different than the regularly scheduled hours. There must be a mutual agreement between the Employees and the Supervisor or Department Head and approved by the Personnel Department. It is further agreed that all provisions in this Agreement relating to shift differential and overtime will not apply if qualifications under these provisions are solely a result of the flexible work schedule mutually agreed upon.

- 37.7 Flex time shall be set up in a minimum of three (3) month periods unless mutually agreed by the Employees and the Department Head.
- 37.8 Compensatory time will follow all applicable sections of the Fair Labor Standards Act, July, 1987, as amended.

#### **LIMITATION**

Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of the discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation of application of the matters which are specifically covered in this Agreement and any supplemental agreement and which are not excluded from arbitration.

#### **SEPARABILITY**

This Agreement is subject to the laws of the State of Michigan with respect to power, rights, duties and obligations of the Township and the Employees in the Bargaining Unit, and in the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

# **ELECTION DAYS**

- For all local (place of residence) elections, Employees will be given one

  (1) hour off with pay to vote.
- 40.2 For all state and federal elections, Employees will be given two (2) hours off with pay to vote.

#### **INCLUSIONS**

- The Civil Service Commission Rules applicable to the Bargaining Unit Employees relating to wages, hours and other terms and conditions of employment, and in effect on January 1, 1996, as amended, are made a part of this Contract by reference. Those rules applicable to the Bargaining Unit shall not be changed except by mutual agreement of the Union, the Shelby Township Board of Trustees and the Civil Service Commission.
- The statements as herein set forth shall not be interpreted to mean that it conditions or abrogates the rights reserved to management under the terms of the Agreement.

#### **HEALTH/SAFETY COMMITTEE**

- The Employer and the Union agree to cooperate to the fullest extent in the promotion of health and safety.
- The Committee will be composed of one (1) Union appointed status

  Employee from each of these areas as well as those that are deemed necessary: Clerical, Parks, Recreation and Maintenance (non-clerical),

  Water/DPW and Motor Pool (non-clerical); and not less than one (1) nor more than three (3) Township appointed representatives.
- 42.3 Committee Members shall be granted time off with pay for the purpose of meeting, investigating, and education (up to one (1) week per year with pay) of any health and safety issue.
- The Committee will convene no less than quarterly. All recommendations, reports, and minutes, shall be in writing and posted on union bulletin boards.
- 42.5 All Health and Safety Committee Members names will be posted as well as how to file a complaint.

#### **DURATION AND AUTOMATIC RENEWAL**

This Agreement shall be effective as of the first day of January, 1996, and its terms and conditions shall remain in full force and effect until December 31, 2000, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify or terminate this Agreement. In the event that negotiations extend beyond this sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain and continue in full force and effect pending completion of negotiations on this Agreement.

APPENDIX A
PAID ANNUAL LEAVE ACCUMULATION

Years of Service	Paid Annual Leave Days	Accumulation of I	Hours Per Pay Period
		37.5 Hours	40 Hours
0-1	10	2.89	3.08
1-2	10	2.89	3.08
2-3	10	2.89	3.08
3-4	10	2.89	3.08
4-5	15	4.33	4.62
5-6	16	4.62	4.93
6-7	17	4.91	5.24
7-8	18	5.20	5.54
8-9	19	5.49	5.85
9-10	20	5.77	6.16
10-11	20	5.77	6.16
11-12	20	5.77	6.16
12-13	20	5.77	6.16
13-14	20	5.77	6.16
14-15	20	5.77	6.16
15-16	21	6.06	6.47
16-17	22	6.35	6.77
17-18	23	6.64	7.08
18-19	24	6.93	7.39
19-20	25	7.22	7.70
Over 20		7.22	7.70

IN WITNESS WHEREOF; the undersig	ned have executed this Collective Bargaining
Agreement this 21 st day of 73000	ember , 1995.
WITNESS:	SHELBY TOWNSHIP MUNICIPAL
	EMPLOYEES, UNIT OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE
	AND AGRICULTURE IMPLEMENT WORKERS
SHELBY TOWNSHIP	OF AMERICA, UAW:
Han House	15 ob dent
JAMES VAN HEVEL	ROBERT LENT
SUPERVISOR	REGIONAL DIRECTOR REGION 1, UAW
2 20.04	DI.IP II
KAREN SCHULTZ	ROBERT KINKADE
CLERK	INTERNATIONAL REPRESENTATIVE
Deni Kowal	000
TERRI KOWAL	DENNIS STREET
TRUSTEE	PRESIDENT LOCAL 1777
gilbert Tarper	Manette Semeleurs
GILBERT PARKER TRUSTEE	NANETTE SEMELVEIS STEWARD
Wille Taylor	Bristin Dielock
WILLA TAYLOR //	KRISTEN SIELOFF
DIRECTOR OF PERSONNEL/GRANTS	CHAIRPERSON

MAURINE ANDREWS CLERICAL STEWARD

GERALD DESTROOPER UTILITY STEWARD

### ADDENDUM A JANUARY 1, 1996

•					
Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	18598	19172	19766	20376	21007
	9.537	9.832	10.136	10.449	10.773
2	19172	19766	20376	21007	21657
	9.832	10.136	10.449	10.773	11.106
3	19766	20376	21007	21657	22326
	10.136	10.449	10.773	11.106	11.449
4	20376	21007	21657	22326	22950
	10.449	10.773	11.106	11.449	11.769
5	21007	21657	22326	22950	23598
	10.773	11.106	11.449	11.769	12.102
6	21657	22326	22950	23598	24275
	11.106	11.449	11.769	12.102	12.449
7	22326	22950	23598	24275	25001
	11.449	11.769	12.102	12.449	12.821
8	22950	23598	24275	25001	25723
	11.769	12.102	12.449	12.821	13.191
9	23598	24275	25001	25723	26518
	12.102	12.449	12.821	13.191	13.599
10	24275	25001	25723	26518	27315
	12.449	12.821	13.191	13.599	14.007
11	25001	25723	26518	27315	28185
	12.821	13.191	13.599	14.007	14.454
12	25723	26518	27315	28185	29133
	13.191	13.599	14.007	14.454	14.940
13	26518	27315	28185	29133	30075
	13.599	14.007	14.454	14.940	15.423
14	27315	28185	29133	30075	31014
	14.007	14.454	14.940	15.423	15.905
15	28185	29133	30075	31014	32023
	14.454	14.940	15.423	15.905	16.422
16	29133	30075	31014	35053	33120
	14.940	15.423	15.905	16.422	16.984
17	30075	31014	35053	33120	34272
10	15.423	15.905	16.422	16.984	17.575
18	31014	32023	33120	34272	35431
10	15.905	16.422	16.984	17.575	18.170
19	32023	33120	34272	35431	36660
	16.422	16.984	17.575	18.170	18.800
20	33120	34272	35431	36660	37968
	16.984	17.575	18.170	18.800	19.471
21	34272	35431	36660	37968	39268
	17.575	18.170	18.800	19.471	20.137
22	35431	36660	37968	39268	40752
20	18.170	18.800	19.471	20.137	20.898
23	36660	37968	39268	40752	42167
	18.800	19.471	20.137	20.898	21.624

24	37968	39268	40752	42167	43759
	19.471	20.137	20.898	21.624	22.440
25	39268	40752	42167	43759	45358
	20.137	20.898	21.624	22.440	23.261
26	40752	42167	43759	45358	47018
	20.898	21.624	22.440	23.261	24.112
27	42167	43759	45358	47018	48830
	21.624	22.440	23.261	24.112	25.041
28	43759	45358	47018	48830	50712
	22.440	23.261	24.112	25.041	26.006
29	45358	47018	48830	50712	52670
	23.261	24.112	25.041	26.006	27.010
30	47018	48830	50712	52670	54693
	24.112	25.041	26.006	27.010	28.048
31	48830	50712	52670	54693	56801
	25.041	26.006	27.010	28.048	29.129
32	50712	52670	54693	56801	59416
	26.006	27.010	28.048	29.129	30.470
33	52670	54693	56801	59416	62179
	27.010	28.048	29.129	30.470	31.887
34	54693	56801	59416	62179	65092
	28.048	29.129	30.470	31.887	33.380
35	56801	59416	62179	65092	68163
	29.129	30.470	31.887	33.380	34.956

### ADDENDUM B JANUARY 1, 1997

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	19156	19748	20359	20988	21637
	9.823	10.127	10.440	10.763	
2	19748	20359	20988	21637	
	10.127	10.440	10.763	11.096	11.439
3	20359	20988	21637	22306	22996
	10.440	10.763	11.096	11.439	11.793
4	20988	21637	22306	22996	23639
	10.763	11.096	11.439	11.793	12.123
5	21637	22306	22996	23639	24306
	11.096	11.439	11.793	12.123	12.465
6	22306	22996	23639	24306	25003
	11.439	11.793	12.123	12.465	12.822
7	22996	23639	24306	25003	25751
	11.793	12.123	12.465	12.822	
8	23639	24306	25003	25751	26495
	12.123	12.465	12.822	13.206	13.587
9	24306	25003	25751	26495	27314
	12.465	12.822	13.206	13.587	14.007
10	25003	25751	26495	27314	28134
	12.822	13.206	13.587	14.007	
11	25751	26495	27314	28134	29030
	13.206	13.587	14.007	14.428	
12	26495	27314	28134	29030	30006
	13.587	14.007	14.428	14.887	
13	27314	28134	29030	30009	30977
	14.007	14.428	14.887	15.388	15.886
14	28134	29030	30006	30977	31945
	14.428	14.887	15.388	15.886	16.382
15	29030	30006	30977	31945	
	14.887	15.388	15.886	16.382	
16	30006	30977	31945	32983	
17	15.388 30977	15.886	16.382	16.915	17.494 35300
17	15.886	31945 16.382	32983 16.915	34113 17.494	18.103
18	31945		34113	35300	
10	16.382	32983 16.915	17.494	18.103	18.715
19	32983	34113	35300	36494	37760
17	16.915	17.494	18.103	18.715	19.364
20	34113	35300	36494	37760	39107
	17.494	18.103	18.715	19.364	20.055
21	35300	36494	37760	39107	40446
<b></b>	18.103	18.715	19.364	20.055	20.741
22	36494	37760	39107	40446	41975
	18.715	19.364	20.055	20.741	21.525
23	37760	39107	40446	41975	43432
	19.364	20.055	20.741	21.525	22.273

24	39107	40446	41975	43432	45071
	20.055	20.741	21.525	22.273	23.113
25	40446	41975	43432	45071	46719
	20.741	21.525	22.273	23.113	23.958
26	41975	43432	45071	46719	48429
	21.525	22.273	23.113	23.958	24.835
27	43432	45071	46719	48429	50295
	22.273	23.113	23.958	24.835	25.792
28	45071	46719	48429	50295	52233
	23.113	23.958	24.835	25.792	26.786
29	46719	48429	50295	52233	54250
	23.758	24.835	25.792	26.786	27.821
30	48429	50295	52233	54250	56334
	24.835	25.792	26.786	27.821	28.889
31	50295	52233	54250	56334	58505
	25.792	26.786	27.821	28.889	30.003
32	52233	54250	56334	58505	61198
	26.786	27.821	28.889	30.003	31.384
33	54250	56334	58505	61198	64044
	27.821	28.889	30.003	31.384	32.843
34	56334	58505	61198	64044	67045
	28.889	30.003	31.384	32.843	34.382
35	58505	61198	64044	67045	70208
	30.003	31.384	32.843	34.382	36.004

# ADDENDUM C JANUARY 1, 1998

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	19730	20340	20969	21617	22286
	10.118	10.431	10.754	11.086	11.429
2	20340	20969	21617	22286	22976
	10.431	10.754	11.086	11.429	11.782
3	20969	21617	22286	22976	23686
	10.754	11.086	11.429	11.782	12.147
4	21617	22286	22976	23686	24348
	11.086	11.429	11.782	12.147	12.486
5	22286	22976	23686	24348	25035
	11.429	11.782	12.147	12.486	12.839
6	22976	23686	24348	25035	25753
	11.782	12.147	12.486	12.839	13.207
7	23686	24348	25035	25753	26524
	12.147	12.486	12.839	13.207	13.602
8	24348	25035	25753	26524	27290
	12.486	12.839	13.207	13.602	13.995
9	25035	25753	26524	27290	28133
	12.839	13.207	13.602	13.995	14.427
10	25753	26524	27290	28133	28978
	13.207	13.602	13.995	14.427	14.861
11	26524	27290	28133	28978	29901
	13.602	13.995	14.427	14.861	15.334
12	27290	28133	28978	29901	30907
	13.995	14.427	14.861	15.334	15.850
13	28133	28978	29901	30907	31907
	14.427	14.861	15.334	15.850	16.362
14	28978	29901	30907	31907	32903
	14.861	15.334	15.850	16.362	16.873
15	29901	30907	31907	32903	33973
	15.334	15.850	16.362	16.873	17.422
16	30907	31907	32903	33973	35137
	15.850	16.362	16.873	17.422	18.019
17	31907	32903	33973	35137	36359
	16.362	16.873	17.422	18.019	18.646
18	32903	33973	35137	36359	37589
40	16.873	17.422	18.019	18.646	19.276
19	33973	35137	36359	37589	38892
	17.422	18.019	18.646	19.276	19.945
20	35137	36359	37589	38892	40280
	18.019	18.646	19.276	19.945	20.656
21	36359	37589	38892	40280	41659
	18.646	19.276	19.945	20.656	21.364
22	37589	38892	40280	41659	43234
	19.276	19.945	20.656	21.364	44735
23	38892	40280	41659	43234	
	19.945	20.656	21.364	22.171	22.941

24	40280	41659	43234	44735	46423
	20.656	21.364	22.171	22.941	23.807
25	41659	43234	44735	46423	48120
	21.364	22.171	22.941	23.807	24.677
26	43234	44735	46423	48120	49882
	22.171	22.941	23.807	24.677	25.580
27	44735	46423	48120	49882	51804
	22.941	23.807	24.677	25.580	26.566
28	46423	48120	49882	51804	53800
	23.807	24.677	25.580	26.566	27.590
29	48120	49882	51804	53800	55878
	24.677	25.580	26.566	27.590	28.655
30	49882	51804	53800	55878	58024
	25.580	26.566	27.590	28.655	29.756
31	51804	53800	55878	58024	60261
	26.566	27.590	28.655	29.756	30.903
32	53800	55878	58024	60261	63034
	27.590	28.655	29.756	30.903	32.325
33	55878	58024	60261	63034	65966
	28.655	29.756	30.903	32.325	33.829
34	58024	60261	63034	65966	69056
	29.756	30.903	32.325	33.829	35.413
35	60261	63034	65966	69056	72314
	30.903	32.325	33.829	35.413	37.084

## ADDENDUM D JANUARY 1, 1999

G	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
	1	20322	20950	21599	22266	22955
		10.422	10.744	11.076	11.418	11.772
	2	20950	21599	22266	22955	23665
	100	10.744	11.076	11.418	11.772	12.136
	3	21599	22266	22755	23665	24397
		11.076	11.418	11.772	12.136	12.511
	4	22266	22955	23665	24397	25079
		11.418	11.772	12.136	12.511	12.861
	5	22955	23665	24397	25079	25787
		11.772	12.136	12.511	12.861	13.224
	6	23665	24397	25079	25787	26526
		12.136	12.511	12.861	13.224	13.603
	7	24397	25079	25787	26526	27319
		12.511	12.861	13.224	13.603	14.010
	8	25079	25787	26526	27319	28108
		12.861	13.224	13.603	14.010	14.415
	9	25787	26526	27319	28108	28977
		13.224	13.603	14.010	14.415	14.860
	10	26526	27319	28108	28977	29847
	•	13.603	14.010	14.415	14.860	15.306
	11	27319	28108	28977	29847	30798
	• •	14.010	14.415	14.860	15.306	15.794
	12	28108	28977	29847	30798	31834
	16	14.415	14.860	15.306	15.794	16.325
	13	28977	29847	30798	31834	32864
	13	14.860	15.306	15.794	16.325	16.853
	14	29847	30798	31834	32864	33890
	14	15.306	15.794	16.325	16.853	17.380
	15	30798	31834	32864	33890	34992
	13	15.794	16.325	16.853	17.380	17.945
	4.4	31834	32864	33890	34992	36191
	16	16.325	16.853	17.380	17.945	18.559
	17	32864	33890	34992	36191	37450
	17	16.853	17.380	17.945	18.559	19.205
	40				37450	38716
	18	33890 17.380	34992	36191	19.205	19.855
	10		17.945	18.559		40059
	19	34992	36191	37450	38716	
		17.945	18.559	19.205	19.855	20.543
	20	36191	37450	38716	40059	41489
		18.559	19.205	19.855	20.543	21.276
	21	37450	38716	40059	41489	42909
		19.205	19.855	20.543	21.276	22.005
	22	38716	40059	41489	42909	44531
		19.855	20.543	21.276	22.005	22.836
	23	40059	41489	42909	44531	46077
		20.543	21.276	22.005	22.836	23.629

24		41489	42909	44531	46077	47816
		21.276	22.005	22.836	23.629	24.521
25		42909	44531	46077	47816	49564
		22.005	22.836	23.629	24.521	25.417
26		44531	46077	47816	49564	51378
		22.836	23.629	24.521	25.417	26.348
27		46077	47816	49564	51378	53358
		23.629	24.521	25.417	26.348	27.363
28		47816	49564	51378	53358	55414
		24.521	25.417	26.348	27.363	28.418
29		49564	51378	53358	55414	57554
		25.417	26.348	27.363	28.418	29.515
30		51378	53358	55414	57554	59765
	· ·	26.348	27.363	28.418	29.515	30.648
31		53358	55414	57554	59765	62068
		27.363	28.418	29.515	30.648	31.830
32		55414	57554	59765	62068	64925
	5	28.418	29.515	30.648	31.830	33.295
33		57554	59765	84056	64925	67945
		29.515	30.648	31.830	33.295	34.843
34		59765	62068	64925	67945	71128
		30.648	31.830	33.295	34.843	36.476
35		83058	64925	67945	71128	74484
		31.830	33.295	34.843	36.476	38.197

# ADDENDUM E JANUARY 1, 2000

6	Grade	Step 1	Step 2	Step 3	Step 4	Step. 5
	1	20932	21579	22246	22934	23643
		10.734	11.066	11.408	11.761	12.125
	2	21579	22246	22934	23643	24375
		11.066	11.408	11.761	12.125	12.500
	3	22246	22934	23643		25128
		11.408	11.761	12.125	12.500	
	4				25128	
		11.761	12.125			13.247
	5		24375		25831	
		12.125	12.500	12.886	13.247	
	6				26560	27322
		12.500	12.886	13.247		14.011
	7	25128			27322	
		12.886	13.247			14.430
	8	25831	26560		28139	
		13.247	13.621			
	9	26560	27322		28952	
		13.621	14.011		14.847	
	10	27322			29847	
			14.430	14.847		
	11		28952		30743	
		14.430	14.847		15.766	
	12	28952	29847		31722	
		14.847		15.766	16.268	
	13		30743	31722	32789	
		15.306	15.766	16.268	16.815	17.359
	14	30743	31722	32789	33850	34907
		15.766	16.268		17.359	
	15	31722	32789		34907	36042
		16.268	16.815	17.359	17.901	18.483
	16	32789	33850	34907	36042	37276
		16.815	17.359	17.901	18.483	
	17	33850		36042	37276	38574
		17.359	17.901	18.483	19.116	
	18	34907	36042	37276	38574	39878
	4.0	17.901	18.483	19.116	19.781	20.450
	19	36042	37276	38574	39878	41261
		18.483	19.116	19.781	20.450	21.159
	20	37276	38574	39878	41261	42733
		19.116	19.781	20.450	21.159	21.914
	21	38574	39878	41261	42733	44196
	22	19.781	20.450	21.159	21.914	22.665
	22	39878	41261	42733	44196	45867
	20	20.450	21.159	21.914	22.665	23.521
	23	41261	42733	44196	45867	47460
		21.159	21.914	22.665	23.521	24.338

24	42733	44196	45867	47460	49251
	21.914	22.665	23.521	24.338	25.257
25	44196	45867	47460	49251	51051
	22.665	23.521	24.338	25.257	26.180
26	45867	47460	49251	51051	52920
	23.521	24.338	25.257	26.180	27.138
27	47460	49251	51051	52920	54959
	24.338	25.257	26.180	27.138	28.184
28	49251	51051	52920	54959	57077
	25.257	26.180	27.138	28.184	29.270
29	51051	52920	54959	57077	59281
	26.180	27.138	28.184	29.270	30.400
30	52920	54959	57077	59281	61557
	27.138	28.184	29.270	30.400	31.568
31	54959	57077	59281	61557	63930
	28.184	29.270	30.400	31.568	32.785
32	57077	59281	61557	63930	66873
	29.270	30.400	31.568	32.785	34.294
33	59281	61557	63930	66873	69983
	30.400	31.568	32.785	34.294	35.889
34	61557	63930	66873	69983	73261
	31.568	32.785	34.294	35.889	37.570
35	63930	66873	69983	73261	76718
	32.785	34.294	35.889	37.570	39.343

# ADDENDUM A JANUARY 1, 1996

 Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	18752	19332	19931	20546	
	9.015	9.294	9.582	9.878	10.184
2	19332	19931	20546	21182	21837
	9.294	9.582	9.878	10.184	10.499
3	19931	20546	21182	21837	22513
	9.582	9.878	10.184	10.499	
4	20546	21182	21837	22513	23164
	9.878	10.184	10.499	10.823	11.136
5	21182	21837	22513	23164	53838
	10.184	10.499		11.136	11.461
6	21837	22513	23164	23838	24541
_	10.499	10.823	11.136	11.461	
7	22513	23164	23838	24541	25266
_	10.823	11.136	11.461	11.798	
8	23164	23838	24541	25266	25992
	11.136	11.461	11.798	12.147	12.496
9	23838	24541	25266	25992	26836
10	11.461	11.798	12.147	12.496	12.902
10	24541 11.798	25266 12.147	25992	26836 12.902	27580 13.260
11	25266		12.496 26836	27580	28452
11	12.147	12.496	12.902	13.260	13.679
12	25992	26836	27580	28452	29398
12	12.496	12.902	13.260	13.679	14.134
13	26836	27580	28452	29398	30337
10	12.902	13.260	13.679	14.134	14.585
14	27580	28452	29398	30337	31277
	13.260	13.679	14.134	14.585	15.037
15	28452	29398	30337	31277	32291
	13.679	14.134	14.585	15.037	15.524
16	29398	30337	31277	32291	33377
	14.134	14.585	15.037	15.524	16.047
17	30337	31277	32291	33377	34534
	14.585	15.037	15.524	16.047	16.603
18	31277	32291	33377	34534	35696
	15.037	15.524	16.047	16.603	17.161
19	32291	33377	34534	35696	36929
	15.524	16.047	16.603	17.161	17.754
20	33377	34534	35696	36929	38232
	16.047	16.603	17.161	17.754	18.381
21	34534	35696	36929	38232	39532
	16.603	17.161	17.754	18.381	19.006
22	35696	36929	38232	37532	40986
	17.161	17.754	18.381	19.006	19.705
23	36929	38535	37532	40986	42436
	17.754	18.381	19.006	19.705	20.402

# ADDENDUM B JANUARY 1, 1997

,					
Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	19315	19912	20528	21163	21817
	9.286	9.573	9.869	10.174	10.489
2	19912	20528	21163	21817	22492
	9.573	9.869	10.174	10.489	10.814
3	20528	21163	21817	22492	23188
	9.869	10.174	10.489	10.814	11.148
4	21163	21817	22492	23188	23859
	10.174	10.489	10.814	11.148	11.470
5	21817	22492	23188	23859	24553
	10.489	10.814	11.148	11.470	11.805
6	22492	23188	23859	24553	25277
	10.814	11.148	11.470	11.805	12.152
7	23188	23859	24553	25277	26024
	11.148	11.470	11.805	12.152	12.511
8	23859	24553	25277	26024	26772
	11.470	11.805	12.152	12.511	12.871
9	24553	25277	26024	26772	27641
	11.805	12.152	12.511	12.871	13.289
10	25277	26024	26772	27641	28408
	12.152	12.511	12.871	13.289	13.658
11	26024	26772	27641	28408	29305
	12.511	12.871	13.289	13.658	14.089
12	26772	27641	28408	29305	30280
	12.871	13.289	13.658	14.089	14.558
13	27641	28408	29305	30280	31247
	13.289	13.658	14.089	14.558	15.022
14	28408	29305	30280	31247	32215
	13.458	14.089	14.558	15.022	15.488
15	29305	30280	31247	32215	33259
	14.089	14.558	15.022	15.488	15.990
16	30280	31247	32215	33259	34378
10	14.558	15.022	15.488	15.990	16.528
17	31247	32215	33259	34378	35570
- /	15.022	15.488	15.990	16.528	17.101
18	32215	33259	34378	35570	36767
10	15.488	15.990	16.528	17.101	17.676
19	33259	34378	35570	36767	38036
- 1	15.990	16.528	17.101	17.676	18.287
20	34378	35570	36767	38036	39378
20	16.528	17.101	17.676	18.287	18.932
21	35570	36767	38036	39378	40718
	17.101	17.676	18.287	18.932	19.576
22					
22	36767	38036 18.287	39378	40718	42215
23	17.676		18.932	19.576	20.296 43709
23	38036	39378	40718	42215	
	18.287	18.932	19.576	20.296	21.014

# ADDENDUM C JANUARY 1, 1998

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	19894	20509	21144	21798	22472
	9.565	9.860	10.166	10.480	10.804
2	20509	21144	21798	22472	23167
	9.860	10.166	10.480	10.804	11.138
3	21144	21798	22472	23167	23884
	10.166	10.480	10.804	11.138	11.483
4	21798	22472	23167	23884	24574
	10.480	10.804	11.138	11.483	11.815
5	22472	23167	23884	24574	25290
	10.804	11.138	11.483	11.815	12.159
6	23167	23884	24574	25290	26035
	11.138	11.483	11.815	12.159	12.517
7	23884	24574	25290	26035	26805
	11.483	11.815	12.159	12.517	12.887
8	24574	25290	26035	26805	27575
	11.815	12.159	12.517	12.887	13.257
9	25290	26035	26805	27575	28470
	12.159	12.517	12.887	13.257	13.687
10	26035	26805	27575	28470	29260
	12.517	12.887	13.257	13.687	14.067
11	26805	27575	28470	29260	30184
	12.887	13.257	13.687	14.067	14.512
12	27575	28470	29260	30184	31189
	13.257	13.687	14.067	14.512	14.995
13	28470	29260	30184	31189	32184
	13.687	14.067	14.512	14.995	15.473
14	29260	30184	31189	32184	33182
	14.067	14.512	14.995	15.473	15.953
15	30184	31189	32184	33182	34257
	14.512	14.995	15.473	15.953	16.470
1.6	31189	32184	33182	34257	35410
	14.995	15.473	15.953	16.470	17.024
17	32184	33182	34257	35410	36637
	15.473	15.953	16.470	17.024	17.614
18	33182	34257	35410	36637	37870
	15.953	16.470	17.024	17.614	18.207
19	34257	35410	36637	37870	39178
	16.470	17.024	17.614	18.207	18.835
20	35410	36637	37870	39178	40560
	17.024	17.614	18.207	18.835	19.500
21	36637	37870	39178	40560	41940
	17.614	18.207	18.835	19.500	20.163
22	37870	39178	40560	41940	43482
	18.207	18.835	19.500	20.163	20.905
23	39178	40560	41940	43482	45020
	18.835	19.500	20.163	20.905	21.644

# ADDENDUM D JANUARY 1, 1999

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	20491	21125	21779	22452	23146
	9.851	10.156	10.470	10.794	11.128
2	21125	21779	22452	23146	23862
_	10.156	10.470	10.794	11.128	11.472
3	21779	22452	23146	23862	24600
·	10.470	10.794	11.128	11.472	11.827
4	22452	23146	23862	24600	25312
	10.794	11.128	11.472	11.827	12.169
5	23146	23862	24600	25312	26049
	11.128	11.472	11.827	12.169	12.523
6	23862	24600	25312	26049	26816
	11.472	11.827	12.169	12.523	12.892
7	24600	25312	26049	26816	27609
	11.827	12.169	12.523	12.892	13.273
8	25312	26049	26816	27609	28402
	12.169	12.523	12.892	13.273	13.655
9	26049	26816	27609	28402	29324
	12.523	12.892	13.273	13.655	14.098
10	26816	27609	28402	29324	30138
	12.892	13.273	13.655	14.098	14.489
11	27609	28402	29324	30138	31090
	13.273	13.655	14.098	14.489	14.947
12	28402	29324	30138	31090	32124
	13.655	14.098	14.489	14.947	15.444
13	29324	30138	31090	32124	33150
	14.098	14.489	14.947	15.444	15.937
14	30138	31090	32124	33150	34177
	14.489	14.947	15.444	15.937	16.431
15	31090	32124	33150	34177	35285
	14.947	15.444	15.937	16.431	16.964
16	32124	33150	34177	35285	36472
	15.444	15.937	16.431	16.964	17.535
17	33150	34177	35285	36472	37736
	15.937	16.431	16.964	17.535	18.142
18	34177	35285	36472	37736	39006
	16.431	16.964	17.535	18.142	18.753
19	35285	36472	37736	39006	40353
<u> </u>	16.964	17.535	18.142	18.753	19.400
20	36472	37736	39006	40353	41777
	17.535	18.142	18.753	19.400	20.085
21	37736	39006	40353	41777	43198
	18.142	18.753	19.400	20.085	20.768
55	39006	40353	41777	43198	44786
	18.753	19.400	20.085	20.768	21.532
53	40353	41777	43198	44786	46371
	19.400	20.085	20.768	21.532	22.294

## ADDENDUM E JANUARY 1, 2000

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	21106	21758	22432	23125	23840
	10.147	10.461	10.785	11.118	11.462
2	21758	22432	23125	23840	24578
	10.461	10.785	11.118	11.462	11.816
3	22432	23125	23840	24578	25338
	10.785	11.118	11.462	11.816	12.182
4	23125	23840	24578	25338	26071
	11.118	11.462	11.816	12.182	12.534
5	23840	24578	25338	26071	26830
	11.462	11.816	12.182	12.534	12.899
6	24578	25338	26071	26830	27621
	11.816	12.182	12.534	12.899	13.279
7	25338	26071	26830	27621	28437
	12.182	12.534	12.899	13.279	13.672
8	26071	26830	27621	28437	29254
	12.534	12.899	13.279	13.672	14.065
9	26830	27621	28437	29254	30204
	12.899	13.279	13.672	14.065	14.521
10	27621	28437	29254	30204	31042
·	13.279	13.672	14.065	14.521	14.924
11	28437	29254	30204	31042	32023
•	13.672	14.065	14.521	14.924	15.395
12	29254	30204	31042	35053	33088
	14.065	14.521	14.924	15.395	15.908
13	30204	31042	35053	33088	34144
10	14.521	14.924	15.395	15.908	16.415
14	31042	32023	33088	34144	35203
•	14.924	15.395	15.908	16.415	16.924
15	32023	33088	34144	35203	36343
15	15.395	15.908	16.415	16.924	17.473
16	33088	34144	35203	36343	37566
18	15.908	16.415	16.924	17.473	18.061
17	34144	35203	36343	37566	38868
1/	16.415	16.924	17.473	18.061	18.687
18				38868	40176
10	35203 16.924	36343 17.473	37566 18.061	18.687	19.315
19	36343	37566	38868	40176	41563
17				19.315	19.982
20	17.473	18.061	18.687		43030
20	37566	38868	40176	41563	
	18.061	18.687	19.315	19.982	20.687
21	38868	40176	41563	43030	44494
	18.687	19.315	19.982	20.687	21.391
55	40176	41563	43030	44494	46130
	19.315	19.982	20.687	21.391	22.178
23	41563	43030	44494	46130	47762
	19.982	20.687	21.391	22.178	22.963

APPENDIX A
PAID ANNUAL LEAVE ACCUMULATION

Years of Service	Paid Annual Leave Days	Accumulation of	Hours Per Pay Period
		37.5 Hours	40 Hours
0-1	10	2.89	3.08
1-2	10	2.89	3.08
2-3	10	2.89	3.08
3-4	10	2.89	3.08
4-5	15	4.33	4.62
5-6	16	4.62	4.93
6-7	17	4.91	5.24
7-8	18	5.20	5.54
8-9	19	5.49	5.85
9-10	20	5.77	6.16
10-11	20	5.77	6.16
11-12	20	5.77	6.16
12-13	20	5.77	6.16
13-14	20	5.77	6.16
14-15	20	5.77	6.16
15-16	21	6.06	6.47
16-17	22	6.35	6.77
17-18	23	6.64	7.08
18-19	24	6.93	7.39
19-20	25	7.22	7.70
Over 20		7.22	7.70

#### **LOCAL 1777 STMEU** LETTER OF AGREEMENT PREFERENCE POINTS

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Employees' Union that Preference points shall be given for open competitive testing to persons who are current/or former Shelby Township General Employees. For Provisional, Co-op Students, Temporary, or Seasonal Employees such points will be added to the total score of those candidates who passed the Civil Service test. Preference points will be given according to time worked. For each quarter worked, two (2) points will be added to the total score to a maximum of ten (10) points.

**CHARTER TOWNSHIP OF SHELBY** 

Jew Kowne TERRI KOWAL

**LOCAL 1777** 

DENNIS STREET, PRESIDENT

#### LOCAL 1777 STMEU LETTER OF AGREEMENT

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Employees' Union that whenever the Municipal offices are closed by the Supervisor or designee for any reason during normal scheduled working hours, Employees will be paid full pay and benefits for any time off.

**CHARTER TOWNSHIP OF SHELBY** 

TERRI KOWAI

GIVRERT PARKER

wille taylor

WILLA TAYLOR

LOCAL 1777

DENNIS-STREET, PRESIDENT

NANETTE SEMELVEIS

KRISTEN SIELOFF

25504

**GERALD DESTROOPER** 

MALIDINE ANDDEWS

#### LOCAL 1777 STMEU LETTER OF AGREEMENT CLASSIFIED POSITIONS

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Employees' Union that from time to time, classified positions should be reviewed where duties have significantly changed. The following procedure will be implemented on a trial basis and shall continue unless discontinued by mutual agreement.

- An Employee may ask for a classification review. Such request should be in writing and copies submitted to the Union and the Department Head.
- 2. The Union Representative, after consultation with the Department Head, shall present the request to the Personnel Director.
- 3. The Personnel Director and the Union Representative shall select five (5) communities of comparable population, SEV, and number of employees.
- 4. The Personnel Director shall submit a job description with the significant changes to the five (5) communities requesting that they submit the salary range for the position in their community which most nearly conforms to the job description of Shelby Township.
- 5. After the Personnel Director receives the salary ranges he/she shall compute the average salary.
- 6. If the Shelby Township salary is more than five (5%) percent lower than the average salary, the classified position shall be increased to the average salary of the selected communities. This shall be implemented within thirty (30) days.

**CHARTER TOWNSHIP OF SHELBY** 

TERRI KOWAI

GILBERT PARKER

WILLA TAYLOR

LOCAL 1777

**DENNIS STREET, PRESIDENT** 

NANETTE SEMELVEIS

KRISTEN SIEL OFF

GERALD DESTROOPER

MALIBINE ANDREWS

#### LOCAL 1777 STMEU LETTER OF AGREEMENT ARTICLE 21 - SICK LEAVE

It is agreed by the Charter Township of Shelby and the Shelby Township General Employees' Union that the following provisions shall apply to the payment of accumulated sick leave days for the General Employees:

- \* Employees that retire shall be paid one hundred (100%) percent of all accumulated sick leave days.
- \* Employees who terminate their employment for any reason other than retirement shall be paid one hundred (100%) percent of all accumulated sick leave days in excess of thirty (30), provided the one time grant of twenty (20) sick leave days has been repaid.

CHARTER TOWNSHIP OF SHELBY

WILLA TAYLOR

**LOCAL 1777** 

**DENNIS STRÉET, PRESIDENT** 

KRISTEN SIELOFF

# LOCAL 1777 STMEU LETTER OF AGREEMENT ARTICLE 26 - LEGAL HOLIDAYS

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Employees' Union this is a Letter of Understanding regarding Article 26 - Legal Holidays specifically the week between Christmas and New Years days as it relates to the Township General Employees.

During regularly scheduled working hours Monday through Friday, any call-in time is earned in comp time at the straight time rate.

After hours call-in time (Monday through Friday) is earned in either pay or comp time at 1-1/2 times rate. Pay or comp time request is to be made in writing by the Employee. This request should state whether the Employee wishes to be paid or receive comp time for the hours credited.

Weekends are paid at 1-1/2 times rate for Saturdays and double time rate for Sundays. Double time will also be paid for the following: Christmas Eve Day, Christmas Day, and New Years Day.

CHARTER TOWNSHIP OF SHELBY

WILLA TAYLOR

**LOCAL 1777** 

DENNIS STREET, PRESIDENT

KRISTEN SIELOFF

# LOCAL 1777 STMEU LETTER OF UNDERSTANDING JOB SHARING

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Employees' Union that a Committee will be established to study the concept of "Job Sharing" at Shelby Township.

The Committee will be comprised of the following representatives:

A.	Union Members	2	(to be selected by the Union)
В.	Department Heads	1	(to be selected by the Supervisor)
C.	Board of Trustees	2	(Board of Trustees Negotiators)
D.	Supervisory Personnel	2	(to be selected by the Union)
E.	Personnel Director	1	
F.	Civil Svc. Commissioner	1	(to be selected by the Civil Service Commission)

The Committee will meet between January 1, 1996 and December 31, 1996. A written report and recommendation will be made by February 1, 1997.

If the report recommends "Job Sharing", it will be presented for ratification by the Union by March 1, 1997.

**CHARTER TOWNSHIP OF SHELBY** 

TERRI KOWAL

GILBERT PARKER

WILLA TAYLOR

**LQ&AL 1777** 

DENNIS STREET, PRESIDENT

NANETTE SEMELVEIS

KRISTEN SIELOFF

GERALD DESTROOPER

MAURINE ANDREWS

#### LOCAL 1777 STMEU LETTER OF AGREEMENT RETIREMENT

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Employees' Union that as an option, the Employee can retire at age 50 with twenty-five (25) years of service.

The Employee may elect to purchase medical insurance, at his own expense, at current Township rates.

At age 55, the Premiums shall be paid by the Township Insurance Plan.

**CHARTER TOWNSHIP OF SHELBY** 

TERRI KOWAL

GILBERT PARKER

WILLA TAYLOR

**LOCAL 1777** 

DENNIS STREET, PRESIDENT

NANETTE SEMELVEIS

KRISTEN SIELOFF

GERALD DESTROOPER

MAURINE ANDREWS



# Garter Township of Shelby

# PERSONNEL DEPARTMENT Willa Taylor

Personnel Director

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

LOCAL 1777 STMEU
LETTER OF UNDERSTANDING
CONTRACT YEAR ADJUSTMENT

JAMES VAN HEVEL Supervisor

KAREN A. SCHULTZ Clerk

> MARY FIETSAM Treasurer

RICK BOTTCHER Trustee

GIL PARKER Trustee

TERRI KOWAL Trustee

LINDA STOUT Trustee It is agreed by the parties that the Collective Bargaining Agreement that expires June 30, 1995 will be extended to December 31, 1995. The new Collective Bargaining Agreement, that is yet to be negotiated, will have an effective date of January 1, 1996 and as such will align said Agreement with the standard fiscal year.

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

- Each member of the bargaining unit shall be paid a one time "signing bonus" in the amount of One Thousand Two Hundred (\$1,200.00) Dollars in cash.
- Longevity will be prorated to December 31, 1995.

CHARTER TOWNSHIP OF SHELBY

LOCAL 1777

TERRI KOWAL

GIVERT PARKER

Wille.

WILLA TAYLOR

DENNIS STREET, PRESIDENT

TERALD DESTROOPER

KRISTEN SIELOFF

MAURINE ANDREWS



October 27, 1995

Ms. Carol Youngblood Shelby Township 52700 Van Dyke Utica, MI 48316

RE: Retirees

Dear Carol:

Please be advised if an employee who retires, no matter what age, and elects not to transfer into the retiree suffix at the time of retirement may only be offered this coverage at the annual reopening.

I trust this information is satisfactory. If you have any further questions or concerns, do not hesitate to contact me.

Sincerely,

Elaine Yaquinto
Account Executive

Elaine Gaguinti /ch

EY/sh



