

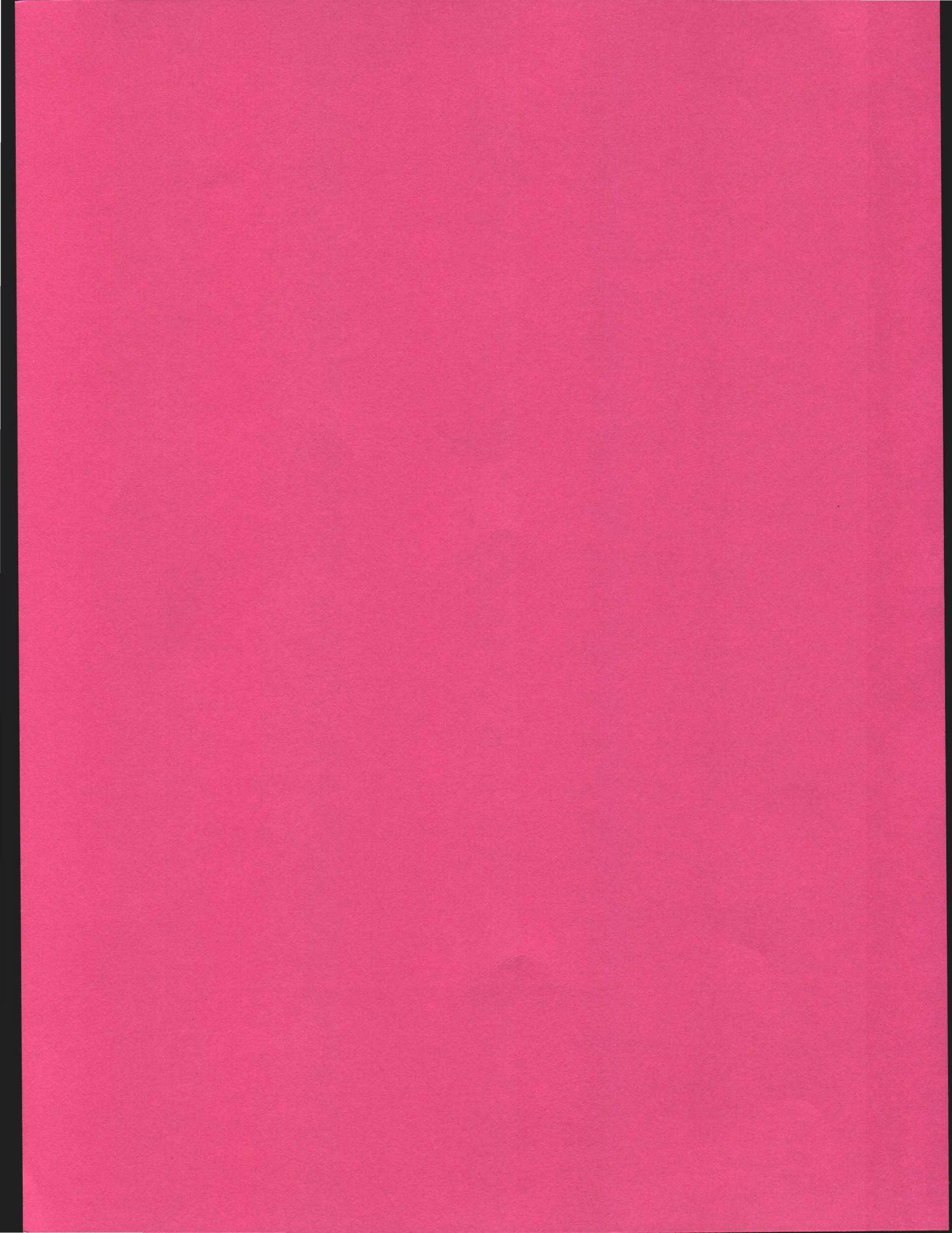
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12/31/2000

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

Shelby Township

For the term expiring December 31, 2000



AGREEMENT

This Agreement, made in the Charter Township of Shelby, Macomb County, Michigan effective the 1st day of January 1996, by and between the Charter Township of Shelby, hereinafter referred to as the "Township" or "Employer" and the Police Officers' Labor Council of Michigan, hereinafter referred to as the "Union" and the Shelby Township 911 Police/Fire Communication Technicians, hereinafter referred to as the "Association".

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ARTICLE 1

PURPOSE

- 1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Township of Shelby in its capacity as an Employer, and the Employees who are Members of the Union;
- 1.2 The Employer and the Union recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing proper services to the community;
- 1.3 The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Employees;
- 1.4 It is understood by the Employer and the Union that the 911 Police/Fire Communication Technicians Union is predicated on immediate response time for police and fire emergencies. To that end, it is understood that the Chief of Police is responsible for the day-to-day operation, management, and control of the Police Department, subject to the control of the Township Supervisor, who is subject to the Township Board.
- 1.5 The Employees agree that the Employer has the right to establish Department rules, regulations, policies, orders and procedures to enforce same. Further, it is agreed that the Employees shall conform to all

Departmental rules, regulations, policies, procedures, and lawful orders.

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

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

ARTICLE 2

RECOGNITION

The Employer recognizes the Police Officers' Labor Council as the sole Collective Bargaining Agency for all Employees of the Shelby Township 911 Police/Fire Communication Technicians' Union, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

ARTICLE 3

REPRESENTATION

- 3.1 The President and/or a designated representative of the Union shall be allowed one (1) hour during working hours, without loss of pay, to handle grievance matters when they cannot be handled outside of normal working hours, after the grievance has been reduced to writing. The above shall be subject to the emergency requirements of the Department with the approval of the Chief of Police and/or designee.
- 3.2 The Employer shall not be required to compensate any Employee for such time during off duty hours.
- 3.3 The Members of the Union negotiating team shall be compensated at their base hourly rate of pay, while actually engaged in negotiations with the Employer when such negotiations are conducted during the work schedule of the Employee. Members of the Union negotiating team shall not receive cash payment for the time spent negotiating while off duty; however, the Union negotiating team shall receive three (3) man days each of administrative leave per contract year as compensation for time spent negotiating. Time shall be credited in one (1) hour increments from time sheets supplied to the Chief of Police subject to the emergency needs of the Department. Administrative leave will be taken as actual time off work.

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

- A. The meeting is held within the Township Hall.
- B. The Police Chief/Designee is advised as to location of the meetings.
- C. The Police Chief/Designee can contact the Employees in the event their services are needed.
- D. No emergency or unusual circumstance exists that would demand the Employee's services.

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

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

3.7 The Employer shall indemnify and save harmless from any and all liability arising out of the performance of the Employee's duties. Said indemnification is predicated on said duties being performed within the legal scope and authority of the Employee and absent gross negligence on the Employee's part.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Shelby Township Board retains all rights, powers, and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board as stated in the Township Board minutes or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain in full force and effect, unless and until changed by the Board or this Agreement. Any additions thereto, subtractions therefrom or revisions thereof that may be made by the Board from time to time, shall become and remain in full force and effect unless changed by the Board or this Agreement. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever; provided, however, the foregoing shall be limited only by provisions of this Agreement and the laws of Michigan. Rights reserved exclusively herein by the Employer which shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the Township's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, starting time and scheduling of all of the foregoing and the rights to establish, modify, or change any work or business hours or days but not in conflict with the provisions of this Agreement.
- C. The right to direct the work force, including the right to hire, promote, lay-off and transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to suspend and discharge Employees for just cause.
- D. Determine the services, methods, schedules, standards of operation, means, and processes of carrying on the work including automation thereof or changes therein the institution of new and/or improved methods or changes therein.

- E. Adopt reasonable rules and regulations, such rules being incorporated in this Agreement and provide reasonable penalties for violation thereof, provided said rules and regulations do not directly conflict with the Agreement herein.
- F. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
- G. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.
- H. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Employer shall not abridge any rights of Employees as provided for in this Agreement or rights as a citizen under state and/or federal law.
- I. Determine the policy and the selection, testing, or training of Employees providing such selection shall be based upon lawful criteria.

ARTICLE 5

SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 6

STRIKE PROHIBITION

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

ARTICLE 7

PAYDAYS

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

ARTICLE 8

WAGES

8.1 The base annual wages for Employees shall be three (3%) percent beginning January 1, 1996 annually through December 31, 2000 (Addendum A).

8.2 All Employees who work shift that are not considered days, shall receive a shift premium of two (2%) percent of their annual base wage.

For the purposes of this Agreement, the base hourly rate of pay shall be derived by the following formula:

(Yearly Annual Wage divided by 2080 hours = the base hourly rate)

8.3 Those Members who are designated as Terminal Agency Coordinators (TAC), said Members shall be compensated pursuant to the following schedule:

1996	\$200.00 per year
1997	\$250.00 per year
1998 - 2000	\$320.00 per year

Members so designated shall be compensated the first payday of each contract year.

ARTICLE 9

HOURS OF WORK

9.1 Employees who work an eight (8) hour shift, will work an eighty (80) hour work period. A pay period is considered as fourteen (14) consecutive days. The Employee's days off shall be consecutive.

9.2 **DEFINITION OF DAYS:**

- A. Benefit days are considered as eight (8) hour days.
- B. Vacation and personal days are benefit days.
- C. Holiday's are considered as eight (8) hour pay days.
- D. Days are all other man days which an Employee works.
- E. A man day is whatever day an Employee works.

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

- 1. The emergency requirements of the Department.
- 2. To be taken outside the dispatch area, but on the premises.
- 3. Upon the Shift Commander's approval.

9.4 It is agreed that Employees shall report fifteen (15) minutes prior to the start of each shift for the purpose of preparation for duty. It is further agreed that the fifteen (15) minute period known as show up time shall

be paid at time and one-half (1-1/2) the base hourly rate of pay. With the exception of the foregoing, there will be no overlapping of shifts for purposes of preparation. Pay for said time worked shall be paid quarterly on January 1, April 1, July 1 and October 1 for the previous three (3) months and for every three (3) months thereafter for the term of the Contract. Show up time will be paid only for days actually worked. It is also agreed that any Employee covered under this Agreement shall be present in the Briefing Area in the Police Department fifteen (15) minutes prior to the hour that the shift begins. The Employee shall be dressed in the proper uniform of the day and be prepared to provide his/her undivided attention to preparation. If a formal inspection is held, it shall be held during the last five (5) minutes of show up.

ARTICLE 10

OVERTIME

- 10.1 It is agreed that time and one-half (1-1/2) the base hourly rate of pay shall be paid for all time worked in excess of eight (8) hours for eight (8) hour shifts and in excess of twelve (12) hours for twelve (12) hour shifts. Further, it (overtime) shall be paid for excesses of eighty (80) hours per pay period.
- 10.2 Overtime shall be paid for each complete quarter hour of work beyond the standard set forth in Section 10.1 above, but, in no event to include the first fifteen (15) minutes of the shift otherwise known as show up time.
- 10.3 A list of personnel, in seniority sequence, will be kept or maintained and shall be available to the Employees. This list is to be used as a rotating overtime list. When overtime is required, the first person in line shall be called. If the list is run through, the Employee on duty will be required to work the vacant shift. There will be no charge for refusing overtime. If an Employee declines overtime, he/she shall not be charged overtime hours, in fact, his/her name shall remain in the appropriate place on the overtime list.
- 10.4 In the event that an Employee is called in on his/her off-duty time, for any reason, other than disciplinary reasons, the Employee shall receive

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

- 10.5 In the event of an unscheduled shift change, an Employee will be paid overtime unless notified twenty-four (24) hours in advance.
- 10.6 Absent emergency requirements of the Department: No Employee will be required to work more than six (6) hours past the end of his/her shift.
- 10.7 Compensatory time in lieu of overtime, may be accrued to a maximum of eighty-four (84) hours. Said time, may be used as time off only and is subject to the Chief of Police or his Designee.
- 10.8 In the event an Employee is required to appear in any court of record or similar proceeding while off duty, regarding matters arising out of the Member's employment with the Township, said Member shall be compensated at time and one half (1-1/2) the base hourly rate. A minimum of two (2) hours at time and one half (1-1/2) the base hourly rate of pay will be paid regardless of time actually spent.
- 10.9 Employees who are overlooked for overtime pursuant to Section 10.3 shall be compensated four (4) hours at the rate of time and one half (1-1/2) the base hourly rate.

ARTICLE 11

LONGEVITY PAY

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

<u>Years of Completed Service</u>	<u>Percentage of Base Annual Salary</u>
5 years of service	2%
7 years of service	3%
10 years of service	4%
12 years of service	5%
15 years of service	6%
20 years of service	8%
25 years of service	10%

- 11.2 In accordance with Section 11.1, Employees shall receive longevity pay on the first pay day following January 1 of each Contract year.
- 11.3 Upon the death of an Employee, the longevity pay due the Employee shall be paid to the spouse, family or beneficiary on a prorated basis.

ARTICLE 12

HOLIDAYS

12.1 Employees hired prior to July 1, 1992 shall be paid eight (8) hours pay for the fourteen and one-half (14-1/2) holidays below, calculated at their base hourly rate of pay at the time of payment.

Christmas Day

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Easter

Memorial Day

Declaration Day

Labor Day

Veteran's Day

Thanksgiving Day

Father's/Mother's Day

Employee's Birthday

Police Memorial Day

Christmas Eve Day (1/2 Day)

12.2 Employees hired after July 1, 1992, shall be paid eight (8) hours pay, calculated at their base hourly rate of pay at the time of payment, in accordance with the following schedule:

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

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

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

ARTICLE 13

VACATIONS

- 13.1 Employees who have been employed for the prescribed amount of times as indicated in the schedule below shall be eligible for vacation with pay according to the guidelines of this entire section:

<u>Years of Service</u>	<u>Amount of Vacation</u>
0 to 1 year	0 hours
1 year to 4 years	88 hours
4 years to 6 years	128 hours
6 years to 8 years	168 hours
8 years to 12 years	208 hours
13 years and over	216 hours
15 years and over	224 hours
16 years and over	232 hours
20 years and over	240 hours (max)

- 13.2 Vacation time may be taken in four (4) hour increments pursuant to Section 13.4.

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

vacation accrues, but in no event later than December 31st, as of the date the vacation accrues.

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

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

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

computed in cash payment and paid to the Employee on the next regular payday.

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

13.8 Approval of vacation shall not be subject to the manpower requirements of any other bargaining unit.

13.9 Each Employee shall be entitled to forty-eight (48) personal hours per year.

Such hours shall be used for handling personal affairs, and the Chief of Police shall be notified forty-eight (48) hours in advance, if possible, of the hours to be taken. In the event the Employee does not use his/her allotted hours by the end of the Contract year, then said remainder hours shall be compensated for at the Employees base hourly rate of pay. Such hours may be used in four (4) hour increments. Said personal business hours are not to be taken as vacation hours. Personal time taken in four (4) hour increments shall be allowed only during the first or last four (4) hours of the shift. In the event that the first four (4) hours of the shift are not worked, the Employee shall report for briefing fifteen (15) minutes prior to the last four (4) hours which he/she is working.

ARTICLE 14

CLOTHING ALLOWANCE

- 14.1 All newly hired Employees shall be issued their initial uniforms and equipment.
- 14.2 Patches and one (1) breast badge shall be provided to each Member of the Union.
- 14.3 The Employer shall bear reasonable cost of replacement of replacement of uniforms, department issue equipment, prescription eye glasses, contact lenses, damaged or lost in the line-of-duty, provided the damage or loss is not due to negligence. Said replacement to be within thirty (30) days of such damage. No payment for replacement will be made unless the "Departmental Proof of Damage" form is filled out immediately after the shift in which the damage or loss occurs and said form is signed by the Employee claiming the damage and countersigned by the Shift Commander on duty during the shift in which the damage or loss occurred.
- 14.4 All Employees shall be paid an annual uniform cleaning allowance of Four Hundred Fifty (\$450.00) Dollars. Said allowance to be paid the first payday in January.
- 14.5 New hires who are provided uniforms under the terms of this Article, shall not qualify for cash allowances, until they have served twelve (12)

continuous months in their job classification, and said cash allowances shall be pro-rated starting in the thirteenth (13th) month.

ARTICLE 15

FUNERAL LEAVE

- 15.1 An Employee shall be allowed four (4) paid consecutive working days funeral leave with pay and benefits upon the death of any member of the family as follows: Mother, Father, sister, brother, mother-in-law, father-in-law, paternal and maternal grandparents, step-mothers and step-fathers, for the purpose of fulfilling responsibilities in connection with the bereavement, provided that the Employee attends said funeral service.
- 15.2 In the event of the death of a spouse, children, or step-children, the Employee shall immediately be allowed ten (10) paid consecutive working days leave, with benefits.
- 15.3 In the event of the death of a brother-in-law, sister-in-law, aunt or uncle of the Employee or his/her spouse and the funeral falls upon a working day, the Employee will be granted the day off to attend the funeral, with pay and benefits.
- 15.4 Extensions for the above time off may be extended as determined by the Chief of Police.

ARTICLE 16

LEAVES

Military Leave. The reemployment rights of Employees who enlist or who are inducted into the Armed Services of the United States, shall be limited by applicable Federal Laws and Regulations.

ARTICLE 17

SICK LEAVE GRANT SYSTEM

17.1 SHORT TERM SICK LEAVE:

- A. Effective July 1, 1992, all Employees shall be credited with ninety-six (96) hours sick leave per year. Said credit shall be made at the beginning of each Contract year.
- B. Effective July 1, 1992, each employee hired prior to that date shall be given a one-time grant of two hundred forty (240) hours of sick leave. Employees hired after that date will accrue sick leave in the manner specified in (A) only.
- C. The unused portion of sick leave hours accrued, as well as those credited at the beginning of each Contract year, may be carried over from year to year, not to exceed a maximum of two hundred forty (240) hours which is to be considered a bank.
- D. At the end of each Contract year, any credited hours in excess of the two hundred forty (240) hour bank will be paid for at the rate of one hundred (100%) percent of the then current base hourly rate of pay and the bank returned to two hundred forty (240) hours.
- E. Upon separation from the department for reasons other than disciplinary cause, any credited sick hours will be paid for at one hundred (100%) percent of the then current base hourly rate of

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

- F. Effective July 1, 1992, all sick time hours accrued prior to that date and in excess of the two hundred forty (240) hour bank will be computed and entered into an additional "Bridge Account". The purpose of the "Bridge Account" is to supplement the yearly allotment of time to enable a Member to reach the Short Term Disability level of sick time. This would occur under circumstances where a Member requires more than the annual allotment of ninety-six (96) hours. Such time used will be deducted from the "Bridge Account" until such account is exhausted. Once exhausted, the Member shall begin drawing on the two hundred forty (240) hour bank to fulfill the requirement. The "Bridge Account" is a one-time credit and will be credited pursuant to the attached schedule. Should it not be necessary to utilize the "Bridge Account" during any given year then said account shall remain intact from year to year.
- G. Sick leave may be taken in one (1) hour increments and may be approved by the Chief of Police to cover doctor appointments or hospital confinement.

- H. Any utilization of sick leave allowance by an Employee must be reported to the Chief of Police as soon as possible. The Chief of Police will notify the Personnel Office.
- I. In the event of an illness lasting in excess of three (3) consecutive days, the Chief of Police may require proof of illness.
- J. The Personnel Director will notify an Employee of the expiration of the Employer paid allowances.
- K. The Employer may require each Employee desiring sick leave benefits in excess of three (3) days to file with the Chief of Police a doctor's statement of the condition, diagnosis, prognosis for the Employee or other information relevant to the Employee's condition.

17.2 SHORT TERM DISABILITY PROVISION:

When an Employee has exhausted all of his/her current sick days accumulated pursuant to the provisions of Section 17.1, as well as personal days and, at the Employee's option, vacation time and continues to be absent from work due to illness to the 28th consecutive calendar day, such Employee will be covered by the Short Term Disability Provision as follows:

- A. When an Employee has a continued illness lasting for twenty-eight (28) consecutive calendar days, he/she is eligible for Short Term Disability from the 29th through the 180th calendar day.

- B. From the 29th through the 180th consecutive days of illness or injury the Employee shall receive one hundred (100%) percent of his/her base annual wage.
- C. Short Term Disability and the sick leave bank are to be used as a bridge to Long Term Disability. They shall not be accumulated.
- D. Short Term Disability days may be used for any illness, injury or disability to the Employee only.
- E. In the event that the section herein is funded by a Short Term policy as opposed to being self funded by the Employer and there is a dispute by the insurance company as to payment of wages, the Employer shall provide benefits as stipulated hereunder until the dispute is resolved. The Employer, however, may require the Employee to submit to a physical examination by a doctor of the Employer's choosing to substantiate the Employee's condition and whether he/she meets the qualifications established by the relevant policy. Thereafter, any proceeds received from the insurance company in payment of past owed benefits will be turned over to the Employer.

17.3

Maternity Leave:

There are medical conditions for which the onset and duration can usually be approximately predicted by a physician, such as normal childbirth and elective surgery. For childbirth, the usual period of disability with medical certification, will be for 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. Leave of absence without pay will be granted for illness, injury or medical disability after all paid leave has been exhausted through the 28th work day. Short Term Disability provisions will begin on the 29th work day.

17.4 LONG TERM DISABILITY:

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

LONG TERM DISABILITY

Eligibility Requirement:	All Full Time Employees
Enrollment Requirement:	100% of Eligible Employees
Elimination Period:	180 Days
Maximum Benefit Period:	Per following schedule
Monthly Benefit:	66-2/3% Based on Base Wage, Holiday Pay, Longevity Pay
Maximum Benefit:	\$3,000.00 per month
Social Security Offset:	Full Family

Age of Disablement

Duration of Benefit

61 or younger	To age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 year

The Plan shall include a Ten Thousand (\$10,000.00) Dollar Accidental Death & Dismemberment benefit.

- 17.5 During the first six (6) months of a non-duty connected disability, the Employee will receive benefits pursuant to Sections 17.1 and 17.2. During the next twenty-four (24) months, the Employee shall remain an Employee of the Employer only for the purposes of all current life, hospital and health insurance policies and seniority. An Employee who is unable to return to work after thirty (30) months from the date of the non-duty connected disability, shall cease to be a seniority Employee and shall be subject to the retirement provisions of this Agreement.
- 17.6 In the event that an Employee becomes ill during his/her tour-of-duty and cannot complete his/her shift, he/she shall be charged with the hours lost as sick time, but in no event, less than one (1) hour.
- 17.7 It is further agreed, that any Employee who shall receive said insurance benefits shall fill out and return to the Employer, any and all forms which shall be needed for collection of said benefit(s). An Employee who is on disability shall receive his/her benefits in the same manner as if he/she were on active duty. Any Employee receiving checks from disability insurers, as provided in this Agreement, shall endorse said checks and deliver same to the Chief of Police as a condition of receiving full pay and benefits from the Employer.

Restricted Duty Policy

- 17.8 Restricted duty is limited to Employees who are partially disabled to the extent that they are not able to perform all duties of a 911 Police/Fire Communication Technician as determined by a medical doctor.
- A. Restricted duty assignments shall apply to both on and off-duty injuries.
 - B. Restricted duty assignments will be commensurate with physical ability as determined by a medical doctor so that the subject Employee does not further injure himself/herself or endanger the physical well being of his/her fellow employees or citizens of the community.

ARTICLE 18

AGENCY SHOP

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

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

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

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

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

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

ARTICLE 19

HOSPITAL-SURGICAL-MEDICAL COVERAGE

19.1 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 Co-Pay) and;
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; and,
Prescriptions (\$5.00 Co-Pay); and
F C Rider (Family Continuation Rider)

19.2 For Employees hired after June 30, 1992, the cost 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 Co-Pay); and
F C Rider (Family Continuation Rider)

19.3 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 compensation option account.

19.4 The Deferred Compensation 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.

19.5 All other phases of insurance coverage upon retirement, etc. are outlined in the Administrative Rules & Regulations for Township Employees, as amended.

19.6 It is agreed that no changes will be made in any benefit plans without prior negotiations and concurrence with the Union. However, the Township may change without prior negotiations the insurance carrier for the Long Term Disability Insurance.

- 19.7 Upon the death of the Employee, Health care benefits as outlined in Article 19, shall be fully paid by the Township for the surviving spouse of an active or retired Employee and eligible dependent children. This coverage terminates upon the remarriage of the spouse.
- 19.8 Employees who select an insurance plan different from their plan may return to their original plan during the open enrollment period.
- 19.9 The Township will continue to provide benefits outlined in Articles 19, 20 and 21 for retirees, as provided for current Employees provided that said Employees apply for medicare when they are eligible. Mandatory Medicare participation shall be accomplished after being notified by the Township, in writing, to do so.

ARTICLE 20

DENTAL INSURANCE

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

ARTICLE 21

VISION CARE PROGRAM

A Vision care plan will be provided by the Township at no cost to the Employees.

(See policy for details)

ARTICLE 22

LIFE INSURANCE

- 22.1 The Employer will provide a Forty Thousand (\$40,000.00) Dollar Group Term Life Insurance coverage with an equal amount of accidental death and dismemberment insurance. The Employer reserves the right to change the insurance carrier without prior negotiations.
- 22.2 The full details of the plans will be governed by the insurance policies and will be available to the Employee beginning with his/her first date of active service. Coverage will terminate when employment ceases.
- 22.3 The terms of coverage in all eligibility requirements stated for the insurance set forth in Articles 20, 21 and 22 will be as stated in the policy which is then in effect.

ARTICLE 23

RETIREMENT BENEFITS

- 23.1 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.
- 23.2 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.
- 23.3 Full time Employees age fifty-five (55) or above with more than ten (10) years of full time service with Shelby Township, may elect to take early retirement with full medical benefits as provided under the Agreement herein.
- 23.4 Employees hired after July 1, 1992 shall contribute five (5%) percent into the Township Pension Plan as outlined under "Group Pension Benefits".

ARTICLE 24

SAFETY-HEALTH-WELFARE

24.1 Deferred Compensation:

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

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

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

An Employee shall not be scheduled to work the afternoon shift (6:00 p.m. to 6:00 a.m.) if required to be on jury duty that day.

24.3 Employees covered under this Agreement shall have the opportunity to select the work shift of their preference every twelve (12) weeks based on their seniority. Selection shall be based with seniority to be the final designated factor. During the eighth (8th) week of the current schedule, shift preference forms will be placed in the Employees mail box. The Employee shall complete the form and return it within seven (7) days from the date the form was issued or forfeit position on the seniority list

for that shift period. The department schedule will then be adjusted according to the changes and the shift period will be posted ten (10) days prior to the beginning of a new shift. The above selection will pertain to all Employees except probationary Employees, whose shift selection shall be determined by the Chief of Police or his Designee during their probationary period and until the next shift selection thereafter.

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

24.4 Members of the Association may engage in outside employment subject to the following:

- A. Said nature of the employment and Employer are to be submitted in writing to the Chief of Police for approval.
- B. Said outside employment shall not negatively impact the Shelby Township Police Department in any way.
- C. That the Member engaging in outside employment shall indemnify and hold the Township harmless for any liability occurring out of said employment.
- D. That the Township shall be reimbursed any costs incurred as a result of outside said employment.

ARTICLE 25

SENIORITY, LAY OFFS

Seniority, lay offs, new hirings and their application within the bargaining unit shall be governed by the provisions of Act 78 of Public Acts of 1935, as amended. Lay offs shall be in numerical order commencing with the last Employee hired by the Employer. In the event the Union shall be increased in numbers, the first Employee laid off shall be the last to be called back.

ARTICLE 26

POST TRAUMATIC STRESS SYNDROME

- 26.1 The purpose of this Article is to establish a procedure permitting assistance to an Employee when they have been involved in a fatal police action in the line of duty.
- 26.2 The intention of this Article, is to ensure that the Employee has access to any psychological and/or psychiatric counseling after the incident, that may be deemed necessary, to ensure Employees well being, both physically and mentally.
- 26.3 The Employee shall undergo a debriefing with the Chief of Police or his Designee and should be done before the Employee leaves for home at the end of their tour-of-duty, or as soon thereafter as possible. The purpose of this debriefing will be to allow the Employees feelings to be heard and to deal with the moral, ethical and/or psychological residual effects of the incident.
- 26.4 Provisions for a support counselor interview within a few days after the incident to allow the Employee the opportunity to discuss their feelings, will be offered by the Employer, at no cost to the Employee.
- 26.5 In the event that additional counseling is deemed necessary, it shall be provided. If therapy is indicated as a result of counseling or evaluation, it will be provided at the Employers expense.

- 26.6 After the incident, the Employee may be placed on administrative leave, with full pay and benefits, the duration to be determined by the Chief of Police or his Designee.
- 26.7 The obligation of the Employer to pay for counseling, shall be limited to a six (6) month period from the date of the police action. The six (6) month period may be extended an additional three (3) month period, at the discretion of the Chief of Police or his Designee.
- 26.8 The obligation of the Employer is limited to payment for counseling not paid for, or covered by the Employer's Workman Compensation carrier, or medical insurance carrier.
- 26.9 Any monies paid out by the Employer, that are later payable from any other source, shall be reimbursed to the Employer.

ARTICLE 27

TUITION REIMBURSEMENT

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

- A. Requests for tuition reimbursement and reimbursement for books and registration up to a maximum of Fifty (\$50.00) Dollars per course must be approved by the Chief of Police or his Designee prior to the Employee's taking the training for which tuition reimbursement is requested. Such approval will be granted if the conditions in Section 27.1(B) are met.
- B. Any course may be approved which is related to the maintenance and improvement of an Employee's skill in performing his/her job, which the Employee is expected to be performing in the future or which is necessary to complete degree requirements.
- C. Upon completion of the course and receiving a grade of "C" or better, the Employee will be reimbursed at one hundred (100%) percent of the required tuition if he/she has three (3) years seniority. If the Employee has less than three (3) years seniority, the reimbursement will be eighty (80%) percent.
- D. In order to qualify for reimbursement, an Employee must successfully complete the course in accordance with the school's regular standard.

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

ARTICLE 28

GRIEVANCE PROCEDURE

- 28.1 It is agreed that the President of the Union or his/her representative from the Association or Union will be allowed reasonable time for the investigation and presentation of grievances in accordance with provisions of this Collective Bargaining Agreement. Every effort shall be made to settle grievances in an expedient and professional manner in order to maintain mutual cooperation between the Employer and Employee.
- 28.2 A grievance shall mean a complaint by an Employee or group of Employees based upon an event, condition or circumstances under which an Employee works, which is allegedly caused by a violation or misinterpretation of any of the provisions of this Agreement.
- 28.3 The following matter shall not be the basis of any grievance filed with the procedure written in this Article:
- Termination of services of a probationary Employee during the first year of employment.
- 28.4 **Step 1:**
- The aggrieved Employee shall first discuss the grievance with the Shift Commander, with or without Union representation. If a resolution is not reached with the Shift Commander, the Employee may refer the grievance to the Chief of Police.

28.5 Step 2:

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

28.6 Step 3:

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

28.7 Step 4:

If the decision of the Chief of Police is not satisfactory, the Association or Union may submit the written grievance to the Personnel Director within ten (10) days after receiving the Chief of Police's decision. The Personnel Director shall meet with the aggrieved Employee and Association or Union representatives in an effort to settle the dispute and shall submit the Association or Union with a written decision within ten (10) days after the Personnel Director is presented with the written

grievance. All written answers in each step of the grievance procedure shall be hand delivered to the Association or Union.

28.8

Step 5:

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

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

shall be chosen from a list of arbitrators supplied by the Federal Mediation and Conciliation Services (F.M.C.S). The cost of the arbitrator shall be shared equally by the Employer and the Union. Time limits shall be extended by mutual consent.

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

28.10 **Powers of the Arbitrator.**

The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement. Neither party shall be permitted to submit in the arbitration proceedings any evidence not previously submitted at lower levels. If an Employee is found to have been improperly deprived of any compensation, the arbitrator may award such reimbursement. The arbitrator's decision shall be final and binding.

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

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

ARTICLE 29

PERSONNEL FILE

The Employer shall keep a personnel file on each Employee. Prior to any material being placed in the Employee's file, he/she shall be given a copy of the material and shall initial same. If an Employee requests to review his/her personnel file, he/she shall be allowed to do so while off duty. All reprimands or records of disciplinary action, shall be removed from the personnel files three (3) years after the date of reprimand or disciplinary action. Any material which is considered outdated or minor in nature shall be removed after one (1) year.

ARTICLE 30


DURATION OF AGREEMENT

This Agreement and each and every Appendix, Addendum, etc., shall remain in full force and effect from the date of January 1, 1996 until December 31, 2000 (except to the extent as otherwise provided in this Agreement) and then, all of its provisions shall continue thereafter until amended or modified by subsequent collective bargaining between the parties. Either party may serve written notice upon the other of its desire to so modify or amend, within ninety (90) days prior to the expiration date. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands this 8th day of November, 1995, for the contract period January 1, 1996 through December 31, 2000.

CHARTER TOWNSHIP OF SHELBY


JAMES VAN HEVEL
SUPERVISOR


KAREN SCHULTZ
CLERK


TERRI KOWAL
TRUSTEE


GILBERT PARKER
TRUSTEE


WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS


DONALD W. CAMPBELL
CHIEF OF POLICE

**SHELBY TOWNSHIP 911 POLICE/FIRE
COMMUNICATIONS TECHNICIAN**


BRIAN SMITH
FIELD REPRESENTATIVE

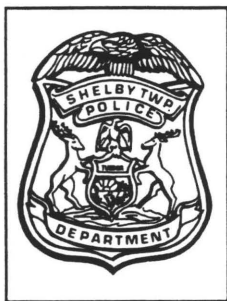

DAVID PURDIE
ASSOCIATION MEMBER


BONNIE BOWMAN
ASSOCIATION MEMBER


ANNE MARIE ARMSTRONG
ASSOCIATION MEMBER

ADDENDUM "A"
911 COMMUNICATIONS
WAGE SCHEDULE

	1996	1997	1998	1999	2000
36 MONTHS	\$28,840.00	\$29,705.20	\$30,596.36	\$31,514.25	\$32,459.67
hourly	\$13.865	\$14.281	\$14.710	\$15.151	\$15.606
24 MONTHS	\$27,472.16	\$28,296.32	\$29,145.21	\$30,019.57	\$30,920.16
hourly	\$13.208	\$13.604	\$14.012	\$14.432	\$14.865
12 MONTHS	\$26,442.16	\$27,235.42	\$28,052.49	\$28,894.06	\$29,760.88
hourly	\$12.713	\$13.094	\$13.487	\$13.891	\$14.308
Starting Wage	\$25,412.16	\$26,174.52	\$26,959.76	\$27,768.55	\$28,601.61
hourly	\$12.217	\$12.584	\$12.961	\$13.350	\$13.751



Charter Township of Shelby

POLICE DEPARTMENT

Donald W. Campbell

Chief of Police

52700 VAN DYKE • (810) 731-2121 • SHELBY TWP., MICHIGAN 48316-3572

July 18, 1995

To: Police Officers Labor Council
911 Police/Fire Communication Technicians' Association

From: Chief Donald W. Campbell

Re: Letter Of Understanding For Twelve Hour Shifts

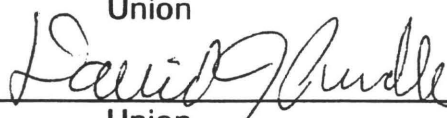
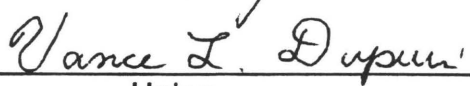
It is understood that the members of the Association may remain on a twelve-hour work schedule under the following conditions:

1. The work period will consist of a two week, period. One of the weeks will be 48 hours and the other will be 36 hours.
2. Employees will be paid eight hours overtime during the week they are scheduled for 48 hours.
3. The remaining 76 hours of the two week work schedule will be paid at a straight time, hourly rate.
4. F.L.S.A. overtime will be paid on overtime hours only after 40 hours have been worked in any one week.
5. The parties agree that there will be no sanctions with regard to the implementation of the foregoing schedules.


D.W. Campbell, Chief


Willa Taylor, Personnel

DWC/pmd

Union

Union

Union



recycled paper

To protect and serve, through pride, tradition and excellence.



Charter Township of Shelby

PERSONNEL DEPARTMENT

Willa Taylor

Personnel Director

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

JAMES VAN HEVEL
Supervisor

KAREN A. SCHULTZ
Clerk

MARY FIETSAM
Treasurer

RICK BOTTCHE
Trustee

GIL PARKER
Trustee

TERRI KOWAL
Trustee

LINDA STOUT
Trustee

911 Tech Comm Letter of Understanding Contract Year Adjustment

It is agreed by the parties that the effective date of this agreement will be 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:

1. Each member of the bargaining unit shall be paid a one time "signing bonus" in the amount of twelve hundred (\$1200.) in cash.
2. Each member of the bargaining unit shall be credited with one half (1/2) his/her yearly vacation hours, personal hours, and sick hours for use until December 31, 1995. Any unused hours shall be compensated for at the base hourly rate of pay effective January 1, 1996, as well as any other contractual provision affecting the payment of such hours.
3. Longevity will be prorated to December 31, 1995.
4. Clothing and cleaning allowance in the amount of four hundred (\$400.) will be paid July 1, 1995. Effective January 1, 1996, one half (1/2) the clothing and cleaning allowance (\$200.00) shall be paid for the 1996 contract year.

CHARTER TOWNSHIP OF SHELBY

Willa Taylor
Willa Taylor

D. W. Campbell
Chief D. W. Campbell

911 COMM TECH UNIT

David Purdie

Chris [unclear] FIELD REPRESENTATIVE

Signed 2nd Day of AUGUST, 1995

Final contract negotiations clothing was changed to \$450.00 annually. Therefore, Article 4 above should be amended to reflect a \$225 clothing



Charter Township of Shelby

POLICE DEPARTMENT

Donald W. Campbell

Chief of Police

52700 VAN DYKE • (810) 731-2121 • SHELBY TWP., MICHIGAN 48316-3572

August 11, 1995

To: David Purdle, President 911 Communications Technicians

From: Donald W. Campbell, Chief of Police

Re: FLSA Adjustments

Please be advised the Township has decided to pay FLSA Adjustments to all the Members of your Bargaining Unit from January 1, 1995 to date. Further, for the purpose of computing FLSA Adjustments, all of your Members will be considered as 40 hour employees working 80 hour pay period. Set adjustments should appear on your next regular pay period.



Donald W. Campbell
Chief of Police

DWC/pmd

