

12/31/2000

3915

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CHARTER TOWNSHIP OF SHELBY**

**AND**

**SHELBY TOWNSHIP SUPERVISORY EMPLOYEES' UNIT**

**UAW LOCAL 1777**

*Shelby Township*

**FOR THE TERM EXPIRING DECEMBER 31, 2000**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CHARTER TOWNSHIP OF SHELBY**

**AND**

**SHELBY TOWNSHIP SUPERVISORY 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

		<b>PAGE</b>
ARTICLE 1	PURPOSE AND INTENT	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	DEFINITIONS	3
ARTICLE 4	DISCRIMINATION	6
ARTICLE 5	UNION SECURITY	7
ARTICLE 6	UNION RIGHTS	9
	6.1 Union Activities on Employer's Time & Premises	9
	6.2 Union Representation Units	10
	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	38
	(In Lieu of Medical Benefits see Article 30.3 p. 64)	

<b>Table of Contents (Cont'd)</b>		<b>PAGE</b>
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	63
	30.3 Deferred Comp. in Lieu of Medical	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	73
	37.1 Working Agreement Distribution	73
	37.2 Maintenance of Conditions	73
	37.3 Situations not Covered in Agreement	73
	37.4 Error in Wages	73
	37.5 Equalization of Overtime	74
	37.6 Flex Time	75

<b>Table of Contents (Cont'd)</b>		<b>PAGE</b>
ARTICLE 38	LIMITATION	76
ARTICLE 39	SEPARABILITY	77
ARTICLE 40	ELECTION DAYS	78
ARTICLE 41	INCLUSIONS	79
ARTICLE 42	HEALTH & SAFETY COMMITTEE	80
ARTICLE 43	DURATION AND AUTOMATIC RENEWAL	81
APPENDIX A	PAID ANNUAL LEAVE ACCUMULATION	82
LETTER OF AGREEMENTS	Preference Points Job Sharing Work Closure Classified Positions Retirement	

## **ARTICLE 1**

### **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.

## ARTICLE 2

### RECOGNITION

2.1 **Definition:**

The Shelby Township Supervisory 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 Supervisory 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.

## ARTICLE 3

### DEFINITIONS

<b>The International Union</b>	The Shelby Township Supervisory Employees' Unit of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW.
<b>The Employer</b>	The Municipal government of the Charter Township of Shelby.
<b>Bargaining Unit Member</b>	Employees recognized under the Michigan Employment Relations Commission as appropriate Bargaining Unit Members in the formation of the Union.
<b>Days</b>	Defined as working days, excluding weekends and holidays.
<b>Benefit Days</b>	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.
<b>Time Worked</b>	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.
<b>A Worked Period</b>	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.
<b>Anniversary Date</b>	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.
<b>Seven Day Operation</b>	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.

**ARTICLE 4**

**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.

## ARTICLE 5

### 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.
- 5.3 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.
- 5.4 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.

5.5 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**

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

## **ARTICLE 6**

### **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 STMSEU 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 STMSEU negotiating team shall not receive cash payment for the time spent negotiating while off duty; however, the STMSEU negotiating team shall receive four (4) 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 - Supervisory

1 person Subunit #2 - Chairperson

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 Chairperson may act in his/her behalf. In the event the Chairperson 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.**

## **ARTICLE 7**

### **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.

## **ARTICLE 8**

### **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 SUPERVISORY EMPLOYEES' UNIT**

By \_\_\_\_\_  
(Please print) Last Name First Name Middle 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 Supervisory 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 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**

By \_\_\_\_\_  
 (Please print) Last Name First Name Middle Name

Division or Department \_\_\_\_\_

Classification \_\_\_\_\_

To the Township of Shelby:

I hereby request and authorize you to deduct from my earnings a monthly service charge as a contribution towards the support and administration of the Agreement between the Shelby Township Supervisory Employees' Unit in the amount equal to its members' regular monthly dues.

I further authorize you to pay the amounts so deducted to the Financial Secretary of the Local Union.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Employee'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.

## **ARTICLE 9**

### **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.
- 9.2 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.

## **ARTICLE 10**

### **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

transfer or promotion, the Employee shall be returned to the 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.

10.8 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.

## **ARTICLE 11**

### **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.
- 11.2 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.

## ARTICLE 12

### PROMOTION/TRIAL PERIOD

- 12.1 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.

## **ARTICLE 13**

### **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.

## ARTICLE 14

### 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.
- 14.3 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.

## **ARTICLE 15**

### **DISCHARGE OR SUSPENSION**

- 15.1 The Township agrees to notify the Union in writing prior to the discharge or suspension of an Employee.
- 15.2 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.
- 15.3 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.
- 15.4 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.

15.5 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.

## ARTICLE 16

### GRIEVANCE PROCEDURE

16.1 **SECTION 1:**

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:

16.2 **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 **Step Five** - 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 filled 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;
  - (1) 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 **SECTION 2: INVESTIGATING GRIEVANCES**

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.



## **ARTICLE 17**

### **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 Employee's 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 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 after 12:00 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.

**ARTICLE 18**

**DEFERRED COMPENSATION**

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

**ARTICLE 19**

**LONGEVITY**

19.1 Employees shall receive the following longevity benefits based upon regular base pay, not to exceed Forty-Five Thousand (\$45,000.00) Dollars for Supervisory Employees:

<b><u>Years of Completed Service:</u></b>	<b><u>Percentage of Base Wage</u></b>
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.

**ARTICLE 20**

**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.

20.2 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.

## **ARTICLE 21**

### **SICK LEAVE**

#### **21.1 Short Term Sick Leave:**

1. 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.
2. 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.
3. 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.
6. 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.
8. 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. 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.

## ARTICLE 22

### 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. **Authorization**

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. **Court Service Leave**

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.

## **ARTICLE 23**

### **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.



**ARTICLE 24**

**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.**

24.2 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.
- 24.8 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.

## **ARTICLE 25**

### **PAID ANNUAL LEAVE**

- 25.1 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 a minimum of five (5) vacation days to a maximum of ten (10) days at the rate of one hundred (100%) percent.
- 25.2 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.

## ARTICLE 26

### 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	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Employee's Birthday	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.

26.2 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.



## **ARTICLE 27**

### **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.
- 27.4 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.

**ARTICLE 28**

**FUNERAL LEAVE**

- 28.1 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.
- 28.2 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.
- 28.3 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.

## **ARTICLE 29**

### **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.
- 29.4 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.

**ARTICLE 30**

**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.
- 30.4 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.
- 30.6 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.

**ARTICLE 31**

**DENTAL INSURANCE**

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

**ARTICLE 32**

**VISION CARE PROGRAM**

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

(see policy for details)



## **ARTICLE 33**

### **LIFE INSURANCE**

- 33.1 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.
- 33.2 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.

## **ARTICLE 34**

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

- 34.1 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.

## **ARTICLE 35**

### **RETIREMENT PLAN**

- 35.1 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.
- 35.2 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, 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.
- 35.3 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.
- 35.4 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.

## ARTICLE 36

### 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
B	Eighty-five (85%) percent
C	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.

## ARTICLE 37

### 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 **Maintenance of Conditions**

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 **Situations Not Covered by Agreement**

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.



## **ARTICLE 38**

### **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.

## **ARTICLE 39**

### **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.

**ARTICLE 40**

**ELECTION DAYS**

- 40.1 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.

**ARTICLE 41**

**INCLUSIONS**

41.1 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.

41.2 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.

## ARTICLE 42

### HEALTH/SAFETY COMMITTEE

- 42.1 The Employer and the Union agree to cooperate to the fullest extent in the promotion of health and safety.
- 42.2 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, Building/Grounds and Recreation (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.
- 42.4 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.

## **ARTICLE 43**

### **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.

IN WITNESS WHEREOF; the undersigned have executed this Collective Bargaining Agreement this 21<sup>st</sup> day of November, 1995.

WITNESS:

SHELBY TOWNSHIP SUPERVISORY EMPLOYEES, UNIT OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURE IMPLEMENT WORKERS OF AMERICA, UAW:

SHELBY TOWNSHIP

  
\_\_\_\_\_  
JAMES VAN HEVEL  
SUPERVISOR

  
\_\_\_\_\_  
KAREN SCHULTZ  
CLERK

  
\_\_\_\_\_  
TERRI KOWAL  
TRUSTEE

  
\_\_\_\_\_  
GILBERT PARKER  
TRUSTEE

  
\_\_\_\_\_  
WILLA TAYLOR  
DIRECTOR OF PERSONNEL/GRANTS

  
\_\_\_\_\_  
ROBERT LENT  
REGIONAL DIRECTOR REGION 1, UAW

  
\_\_\_\_\_  
ROBERT KINKADE  
INTERNATIONAL REPRESENTATIVE

  
\_\_\_\_\_  
DENNIS STREET  
CHAIRPERSON/PRESIDENT  
LOCAL 1777

  
\_\_\_\_\_  
NANETTE SEMELWEIS  
STEWARD

ADDENDUM A  
JANUARY 1, 1996

---

JANUARY 1, 1996  
Supervisory Employees  
(37.5 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	30310	30929	31560	32204	32861
	15.543	15.861	16.185	16.515	16.852
15	30929	31560	32204	32861	33532
	15.861	16.185	16.515	16.852	17.196
16	31560	32204	32861	33532	34216
	16.185	16.515	16.852	17.196	17.546
17	32204	32861	33532	34216	34914
	16.515	16.852	17.196	17.546	17.905
18	32861	33532	34216	34914	36292
	16.852	17.196	17.546	17.905	18.611
19	33532	34216	34914	36292	37734
	17.196	17.546	17.905	18.611	19.351
20	34216	34914	36292	37734	39231
	17.546	17.905	18.611	19.351	20.118
21	34914	36292	37734	39231	40791
	17.905	18.611	19.351	20.118	20.919
22	36292	37734	39231	40791	42351
	18.611	19.351	20.118	20.919	21.718
23	37734	39231	40791	42351	43735
	19.351	20.118	20.919	21.718	22.428
24	39231	40791	42351	43735	45418
	20.118	20.919	21.718	22.428	23.291
25	40791	42351	43735	45418	47160
	20.919	21.718	22.428	23.291	24.184
26	42351	43735	45418	47160	48978
	21.718	22.428	23.291	24.184	25.117
27	43735	45418	47160	48978	50866
	22.428	23.291	24.184	25.117	26.085
28	45418	47160	48978	50866	52830
	23.291	24.184	25.117	26.085	27.092
29	47160	48978	50866	52830	54394
	24.184	25.117	26.085	27.092	27.895
30	48978	50866	52830	54394	56499
	25.117	26.085	27.092	27.895	28.974
31	50866	52830	54394	56499	58687
	26.085	27.092	27.895	28.974	30.096



ADDENDUM B  
JANUARY 1, 1997

---

Supervisory Employees  
(37.5 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	31219 16.010	31857 16.337	32507 16.670	33170 17.010	33847 17.357
15	31857 16.337	32507 16.670	33170 17.010	33847 17.357	34538 17.712
16	32507 16.670	33170 17.010	33847 17.357	34538 17.712	35242 18.073
17	33170 17.010	33847 17.357	34538 17.712	35242 18.073	35961 18.442
18	33847 17.357	34538 17.712	35242 18.073	35961 18.442	37381 19.170
19	34538 17.712	35242 18.073	35961 18.442	37381 19.170	38866 19.931
20	35242 18.073	35961 18.442	37381 19.170	38866 19.931	40408 20.722
21	35961 18.442	37381 19.170	38866 19.931	40408 20.722	42015 21.546
22	37381 19.170	38866 19.931	40408 20.722	42015 21.546	43621 22.370
23	38866 19.931	40408 20.722	42015 21.546	43621 22.370	45047 23.101
24	40408 20.722	42015 21.546	43621 22.370	45047 23.101	46780 23.990
25	42015 21.546	43621 22.370	45047 23.101	46780 23.990	48574 24.910
26	43621 22.370	45047 23.101	46780 23.990	48574 24.910	50447 25.870
27	45047 23.101	46780 23.990	48574 24.910	50447 25.870	52391 26.867
28	46780 23.990	48574 24.910	50447 25.870	52391 26.867	54415 27.905
29	48574 24.910	50447 25.870	52391 26.867	54415 27.905	56026 28.731
30	50447 25.870	52391 26.867	54415 27.905	56026 28.731	58194 29.843
31	52391 26.867	54415 27.905	56026 28.731	58194 29.843	60448 30.999

ADDENDUM C  
JANUARY 1, 1998

---

Supervisory Employees  
(37.5 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	32156	32812	33482	34165	34862
	16.490	16.827	17.170	17.521	17.878
15	32812	33482	34165	34862	35574
	16.827	17.170	17.521	17.878	18.243
16	33482	34165	34862	35574	36299
	17.170	17.521	17.878	18.243	18.615
17	34165	34862	35574	36299	37040
	17.521	17.878	18.243	18.615	18.995
18	34862	35574	36299	37040	38502
	17.878	18.243	18.615	18.995	19.745
19	35574	36299	37040	38502	40032
	18.243	18.615	18.995	19.745	20.529
20	36299	37040	38502	40032	41620
	18.615	18.995	19.745	20.529	21.343
21	37040	38502	40032	41620	43275
	18.995	19.745	20.529	21.343	22.192
22	38502	40032	41620	43275	44930
	19.745	20.529	21.343	22.192	23.041
23	40032	41620	43275	44930	46398
	20.529	21.343	22.192	23.041	23.794
24	41620	43275	44930	46398	48184
	21.343	22.192	23.041	23.794	24.710
25	43275	44930	46398	48184	50032
	22.192	23.041	23.794	24.710	25.657
26	44930	46398	48184	50032	51960
	23.041	23.794	24.710	25.657	26.646
27	46398	48184	50032	51960	53963
	23.794	24.710	25.657	26.646	27.673
28	48184	50032	51960	53963	56047
	24.710	25.657	26.646	27.673	28.742
29	50032	51960	53963	56047	57707
	25.657	26.646	27.673	28.742	29.593
30	51960	53963	56047	57707	59939
	26.646	27.673	28.742	29.593	30.738
31	53963	56047	57707	59939	62261
	27.673	28.742	29.593	30.738	31.929

ADDENDUM D  
JANUARY 1, 1999

---

Supervisory Employees  
(37.5 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	33120 16.985	33797 17.332	34487 17.685	35190 18.046	35908 18.414
15	33797 17.332	34487 17.685	35190 18.046	35908 18.414	36641 18.790
16	34487 17.685	35190 18.046	35908 18.414	36641 18.790	37388 19.173
17	35190 18.046	35908 18.414	36641 18.790	37388 19.173	38151 19.565
18	35908 18.414	36641 18.790	37388 19.173	38151 19.565	39657 20.337
19	36641 18.790	37388 19.173	38151 19.565	39657 20.337	41233 21.145
20	37388 19.173	38151 19.565	39657 20.337	41233 21.145	42868 21.984
21	38151 19.565	39657 20.337	41233 21.145	42868 21.984	44574 22.858
22	39657 20.337	41233 21.145	42868 21.984	44574 22.858	46278 23.732
23	41233 21.145	42868 21.984	44574 22.858	46278 23.732	47790 24.508
24	42868 21.984	44574 22.858	46278 23.732	47790 24.508	49629 25.451
25	44574 22.858	46278 23.732	47790 24.508	49629 25.451	51533 26.427
26	46278 23.732	47790 24.508	49629 25.451	51533 26.427	53519 27.446
27	47790 24.508	49629 25.451	51533 26.427	53519 27.446	55582 28.504
28	49629 25.451	51533 26.427	53519 27.446	55582 28.504	57728 29.604
29	51533 26.427	53519 27.446	55582 28.504	57728 29.604	59438 30.481
30	53519 27.446	55582 28.504	57728 29.604	59438 30.481	61738 31.660
31	55582 28.504	57728 29.604	59438 30.481	61738 31.660	64129 32.887

ADDENDUM E  
JANUARY 1, 2000

---

Supervisory Employees  
(37.5 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	34114 17.494	34811 17.852	35521 18.216	36246 18.588	36985 18.967
15	34811 17.852	35521 18.216	36246 18.588	36985 18.967	37740 19.354
16	35521 18.216	36246 18.588	36985 18.967	37740 19.354	38510 19.749
17	36246 18.588	36985 18.967	37740 19.354	38510 19.749	39296 20.152
18	36985 18.967	37740 19.354	38510 19.749	39296 20.152	40847 20.947
19	37740 19.354	38510 19.749	39296 20.152	40847 20.947	42470 21.779
20	38510 19.749	39296 20.152	40847 20.947	42470 21.779	44154 22.643
21	39296 20.152	40847 20.947	42470 21.779	44154 22.643	45911 23.544
22	40847 20.947	42470 21.779	44154 22.643	45911 23.544	47666 24.444
23	42470 21.779	44154 22.643	45911 23.544	47666 24.444	49224 25.243
24	44154 22.643	45911 23.544	47666 24.444	49224 25.243	51118 26.214
25	45911 23.544	47666 24.444	49224 25.243	51118 26.214	53079 27.220
26	47666 24.444	49224 25.243	51118 26.214	53079 27.220	55125 28.269
27	49224 25.243	51118 26.214	53079 27.220	55125 28.269	57250 29.359
28	51118 26.214	53079 27.220	55125 28.269	57250 29.359	59460 30.492
29	53079 27.220	55125 28.269	57250 29.359	59460 30.492	61221 31.396
30	55125 28.269	57250 29.359	59460 30.492	61221 31.396	63590 32.610
31	57250 29.359	59460 30.492	61221 31.396	63590 32.610	66053 33.873

ADDENDUM A  
JANUARY 1, 1996

---

Supervisory Employees  
(40 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
	30405	31025	31658	32304	32963
14	14.618	14.916	15.220	15.531	15.848
	31025	31658	32304	32963	33636
15	14.916	15.220	15.531	15.848	16.171
	31658	32304	32963	33636	34322
16	15.220	15.531	15.848	16.171	16.501
	32304	32963	33636	34322	35022
17	15.531	15.848	16.171	16.501	16.838
	32963	33636	34322	35022	36406
18	15.848	16.171	16.501	16.838	17.503
	33636	34322	35022	36406	37847
19	16.171	16.501	16.838	17.503	18.196
	34322	35022	36406	37847	39347
20	16.501	16.838	17.503	18.196	18.917
	35022	36406	37847	39347	40909
21	16.838	17.503	18.196	18.917	19.668
	36406	37847	39347	40909	42470
22	17.503	18.196	18.917	19.668	20.418
	37847	39347	40909	42470	43988
23	18.196	18.917	19.668	20.418	21.148
	39347	40909	42470	43988	45670
24	18.917	19.668	20.418	21.148	21.957
	40909	42470	43988	45670	47427
25	19.668	20.418	21.148	21.957	22.802
	42470	43988	45670	47427	49247
26	20.418	21.148	21.957	22.802	23.677
	43988	45670	47427	49247	51144
27	21.148	21.957	22.802	23.677	24.588
	45670	47427	49247	51144	53115
28	21.957	22.802	23.677	24.588	25.536
	47427	49247	51144	53115	55168
29	22.802	23.677	24.588	25.536	26.523
	49247	51144	53115	55168	57300
30	23.677	24.588	25.536	26.523	27.548
	51144	53115	55168	57300	59516
31	24.588	25.536	26.523	27.548	28.614

ADDENDUM B  
JANUARY 1, 1997

---

Supervisory Employees  
(40 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	31317	31955	32608	33273	33952
	15.056	15.363	15.677	15.997	16.323
15	31955	32608	33273	33952	34645
	15.363	15.677	15.997	16.323	16.656
16	32608	33273	33952	34645	35351
	15.677	15.997	16.323	16.656	16.996
17	33273	33952	34645	35351	36073
	15.997	16.323	16.656	16.996	17.343
18	33952	34645	35351	36073	37499
	16.323	16.656	16.996	17.343	18.028
19	34645	35351	36073	37499	38983
	16.656	16.996	17.343	18.028	18.742
20	35351	36073	37499	38983	40527
	16.996	17.343	18.028	18.742	19.484
21	36073	37499	38983	40527	42136
	17.343	18.028	18.742	19.484	20.258
22	37499	38983	40527	42136	43744
	18.028	18.742	19.484	20.258	21.031
23	38983	40527	42136	43744	45308
	18.742	19.484	20.258	21.031	21.783
24	40527	42136	43744	45308	47040
	19.484	20.258	21.031	21.783	22.616
25	42136	43744	45308	47040	48850
	20.258	21.031	21.783	22.616	23.486
26	43744	45308	47040	48850	50725
	21.031	21.783	22.616	23.486	24.387
27	45308	47040	48850	50725	52678
	21.783	22.616	23.486	24.387	25.326
28	47040	48850	50725	52678	54708
	22.616	23.486	24.387	25.326	26.302
29	48850	50725	52678	54708	56823
	23.486	24.387	25.326	26.302	27.319
30	50725	52678	54708	56823	59019
	24.387	25.326	26.302	27.319	28.374
31	52678	54708	56823	59019	61302
	25.326	26.302	27.319	28.374	29.472

ADDENDUM C  
JANUARY 1, 1998

---

Supervisory Employees  
(40 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	32256 15.508	32914 15.824	33586 16.147	34271 16.477	34971 16.813
15	32914 15.824	33586 16.147	34271 16.477	34971 16.813	35684 17.156
16	33586 16.147	34271 16.477	34971 16.813	35684 17.156	36412 17.506
17	34271 16.477	34971 16.813	35684 17.156	36412 17.506	37155 17.863
18	34971 16.813	35684 17.156	36412 17.506	37155 17.863	38624 18.569
19	35684 17.156	36412 17.506	37155 17.863	38624 18.569	40152 19.304
20	36412 17.506	37155 17.863	38624 18.569	40152 19.304	41743 20.069
21	37155 17.863	38624 18.569	40152 19.304	41743 20.069	43400 20.865
22	38624 18.569	40152 19.304	41743 20.069	43400 20.865	45056 21.662
23	40152 19.304	41743 20.069	43400 20.865	45056 21.662	46667 22.436
24	41743 20.069	43400 20.865	45056 21.662	46667 22.436	48452 23.294
25	43400 20.865	45056 21.662	46667 22.436	48452 23.294	50316 24.190
26	45056 21.662	46667 22.436	48452 23.294	50316 24.190	52247 25.119
27	46667 22.436	48452 23.294	50316 24.190	52247 25.119	54258 26.086
28	48452 23.294	50316 24.190	52247 25.119	54258 26.086	56350 27.091
29	50316 24.190	52247 25.119	54258 26.086	56350 27.091	58528 28.138
30	52247 25.119	54258 26.086	56350 27.091	58528 28.138	60789 29.226
31	54258 26.086	56350 27.091	58528 28.138	60789 29.226	63141 30.356

ADDENDUM D  
JANUARY 1, 1999

---

Supervisory Employees  
(40 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	33224 15.973	33901 16.299	34594 16.632	35299 16.971	36020 17.317
15	33901 16.299	34594 16.632	35299 16.971	36020 17.317	36755 17.670
16	34594 16.632	35299 16.971	36020 17.317	36755 17.670	37504 18.031
17	35299 16.971	36020 17.317	36755 17.670	37504 18.031	38270 18.399
18	36020 17.317	36755 17.670	37504 18.031	38270 18.399	39782 19.126
19	36755 17.670	37504 18.031	38270 18.399	39782 19.126	41357 19.883
20	37504 18.031	38270 18.399	39782 19.126	41357 19.883	42996 20.671
21	38270 18.399	39782 19.126	41357 19.883	42996 20.671	44702 21.491
22	39782 19.126	41357 19.883	42996 20.671	44702 21.491	46408 22.312
23	41357 19.883	42996 20.671	44702 21.491	46408 22.312	48067 23.109
24	42996 20.671	44702 21.491	46408 22.312	48067 23.109	49905 23.993
25	44702 21.491	46408 22.312	48067 23.109	49905 23.993	51825 24.916
26	46408 22.312	48067 23.109	49905 23.993	51825 24.916	53814 25.872
27	48067 23.109	49905 23.993	51825 24.916	53814 25.872	55886 26.868
28	49905 23.993	51825 24.916	53814 25.872	55886 26.868	58040 27.904
29	51825 24.916	53814 25.872	55886 26.868	58040 27.904	60283 28.982
30	53814 25.872	55886 26.868	58040 27.904	60283 28.982	62613 30.102
31	55886 26.868	58040 27.904	60283 28.982	62613 30.102	65035 31.267



ADDENDUM E  
JANUARY 1, 2000

---

Supervisory Employees  
(40 Hours per week)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	34221 16.452	34918 16.788	35631 17.131	36358 17.480	37100 17.837
15	34918 16.788	35631 17.131	36358 17.480	37100 17.837	37857 18.201
16	35631 17.131	36358 17.480	37100 17.837	37857 18.201	38629 18.572
17	36358 17.480	37100 17.837	37857 18.201	38629 18.572	39418 18.951
18	37100 17.837	37857 18.201	38629 18.572	39418 18.951	40976 19.700
19	37857 18.201	38629 18.572	39418 18.951	40976 19.700	42598 20.480
20	38629 18.572	39418 18.951	40976 19.700	42598 20.480	44285 21.291
21	39418 18.951	40976 19.700	42598 20.480	44285 21.291	46043 22.136
22	40976 19.700	42598 20.480	44285 21.291	46043 22.136	47800 22.981
23	42598 20.480	44285 21.291	46043 22.136	47800 22.981	49509 23.802
24	44285 21.291	46043 22.136	47800 22.981	49509 23.802	51402 24.713
25	46043 22.136	47800 22.981	49509 23.802	51402 24.713	53380 25.663
26	47800 22.981	49509 23.802	51402 24.713	53380 25.663	55428 26.648
27	49509 23.802	51402 24.713	53380 25.663	55428 26.648	57563 27.674
28	51402 24.713	53380 25.663	55428 26.648	57563 27.674	59781 28.741
29	53380 25.663	55428 26.648	57563 27.674	59781 28.741	62092 29.852
30	55428 26.648	57563 27.674	59781 28.741	62092 29.852	64492 31.006
31	57563 27.674	59781 28.741	62092 29.852	64492 31.006	66986 32.205

**APPENDIX A**

**PAID ANNUAL LEAVE ACCUMULATION**

<u>Years of Service</u>	<u>Paid Annual Leave Days</u>	<u>Accumulation of Hours Per Pay Period</u>	
		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 STMSEU  
LETTER OF AGREEMENT  
MANAGEMENT CLASSES**

**It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees that mandatory management classes will be made available to all Supervisory personnel on an annual basis.**

**CHARTER TOWNSHIP OF SHELBY**

*Terri Kowal*  
**TERRI KOWAL**

*Gilbert Parker*  
**GILBERT PARKER**

*Willa Taylor*  
**WILLA TAYLOR**

**LOCAL 1777**

*Dennis Street*  
**DENNIS STREET, PRESIDENT**

*Nanette Semelweis*  
**NANETTE SEMELWEIS**

**LOCAL 1777 STMSEU  
LETTER OF AGREEMENT  
BUDGET SESSIONS**

**It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees that Supervisory Employees shall be included on budget planning and on budget sessions for their respective departments.**

**CHARTER TOWNSHIP OF SHELBY**

*TERRI KOWAL*  
**TERRI KOWAL**

*GILBERT PARKER*  
**GILBERT PARKER**

*WILLA TAYLOR*  
**WILLA TAYLOR**

**LOCAL 1777**

*DENNIS STREET*  
**DENNIS STREET, PRESIDENT**

*NANETTE SEMELVEIS*  
**NANETTE SEMELVEIS**

**LOCAL 1777 STMSEU  
LETTER OF AGREEMENT  
COMPENSATORY TIME**

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees that compensatory time (not taken) for Supervisory Employees shall be paid off at the end of each calendar year unless extended by the Employee and Department Head up to a maximum of three (3) months.

**CHARTER TOWNSHIP OF SHELBY**

*Terri Kowal*  
**TERRI KOWAL**

*Gilbert Parker*  
**GILBERT PARKER**

*Willa Taylor*  
**WILLA TAYLOR**

**LOCAL 1777**

*Dennis Street*  
**DENNIS STREET, PRESIDENT**

*Nanette Sémelveis*  
**NANETTE SÉMELVEIS**

**LOCAL 1777 STMSEU  
LETTER OF AGREEMENT**

**It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees 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 Kowal*  
**TERRI KOWAL**

*Gilbert Parker*  
**GILBERT PARKER**

*Willa Taylor*  
**WILLA TAYLOR**

**LOCAL 1777**

*Dennis Street*  
**DENNIS STREET, PRESIDENT**

*Nanette Semelweis*  
**NANETTE SEMELEWEIS**

**LOCAL 1777 STMSEU  
LETTER OF AGREEMENT  
CLASSIFIED POSITIONS**

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees 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.

1. 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 KOWAL**

  
**GILBERT PARKER**

  
**WILLA TAYLOR**

**LOCAL 1777**

  
**DENNIS STREET, PRESIDENT**

  
**NANETTE SEMELEVEIS**

**LOCAL 1777 STMSEU  
LETTER OF AGREEMENT  
PREFERENCE POINTS**

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees 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**

  
**TERRI KOWAL**

  
**GILBERT PARKER**

  
**WILLA TAYLOR**

**LOCAL 1777**

  
**DENNIS STREET, PRESIDENT**

  
**NANETTE SEMELWEIS**



**LOCAL 1777 STMESU  
LETTER OF AGREEMENT  
ARTICLE 21 - SICK LEAVE**

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

  
NANETTE SEMELEWEIS

**LOCAL 1777 STMESU  
LETTER OF AGREEMENT  
ARTICLE 26 - LEGAL HOLIDAYS**

It is agreed by the Charter Township of Shelby and the Shelby Township Supervisory 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 Supervisory 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**

  
**NANETTE SEMELEVEIS**

**LOCAL 1777 STMSEU  
LETTER OF UNDERSTANDING  
JOB SHARING**

It is agreed by the Charter Township of Shelby and the Shelby Township Municipal Supervisory Unit Employees 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)                    |
| B. | 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*  
**TERRI KOWAL**

*GILBERT PARKER*  
**GILBERT PARKER**

*WILLA TAYLOR*  
**WILLA TAYLOR**

**LOCAL 1777**

*DENNIS STREET*  
**DENNIS STREET, PRESIDENT**

*NANETTE SEMELEVEIS*  
**NANETTE SEMELEVEIS**

**LOCAL 1777 STMSEU  
LETTER OF AGREEMENT  
RETIREMENT**

It is agreed by the Charter Township of Shelby and the Shelby Township Supervisory 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*  
**TERRI KOWAL**

*GILBERT PARKER*  
**GILBERT PARKER**

*WILLA TAYLOR*  
**WILLA TAYLOR**

**LOCAL 1777**

*DENNIS STREET*  
**DENNIS STREET, PRESIDENT**

*NANETTE SEMELVEIS*  
**NANETTE SEMELVEIS**