

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF SHELBY
AND
MICHIGAN FRATERNAL ORDER OF POLICE
REPRESENTING
THE SHELBY TOWNSHIP MUNICIPAL SUPERVISORY EMPLOYEES

FOR THE TERM EXPIRING JUNE 30, 2026

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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 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 Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "UNION", representing the Shelby Township Municipal General Employees as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages and all other conditions of employment for all classifications listed in Addendum B of this agreement. All classifications covered by this agreement shall have job descriptions, which have been approved by the Township Board of Trustees.

2.2 **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.

2.3 **New Classifications:** When a new classification is established the employer and union representatives shall meet to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the Michigan Employment Relations Commission for determination.

- A. If the new classification is determined to be in the bargaining unit, the Human Resource Director shall assign the classification to a salary or wage grade. In the absence of any appeal by the Union within ten (10) working days of such notice, the classification and the pay rate shall be submitted to the Township Board of Trustees for approval. In the event of an appeal, the parties may negotiate for a suitable rate. The new classification may be filled pending resolution of the above matters at the pay rate proposed by the Township. Should a higher rate be negotiated, such higher rate should be paid retroactive to the date the position was filled.
- B. Changes in the job descriptions for classifications covered by this agreement will be subject to paragraph B above.

ARTICLE 3 DEFINITIONS

The Union	Michigan Fraternal Order of Police Labor Council.
Local Association	Shelby Township Supervisory Employees' Association.
The Employer	The Municipal government of the Charter Township of Shelby.
Bargaining Unit Member	Employees recognized under the Michigan Employment Relations Commission as appropriate Bargaining Unit Members in the formation of the Union.
Days	Defined as working days, excluding weekends and holidays.
Benefit Days	Days an Employee has earned through working that are given as paid time off such as vacation days, sick leave days, personal days, funeral days and jury duty days. Days while on workers' compensation or unpaid leave are not benefit days.
Time Worked	Time worked includes days actually worked and paid benefit days taken under the Contract such as vacation, personal and sick days, funeral leave and jury duty. It does not include time on worker's compensation.
Anniversary Date	The date which reflects each successive year of Township service or the adjusted service of an Employee. This date is used for longevity and vacation days accumulation rate.
Seven Day Operation	A rotating shift using any and all seven (7) days of the week.
Employee Status	<p><u>Regular Full Time Employee:</u> A regular Full-time Employee is an Employee who has completed the six (6) month probationary period and is scheduled to work full-time.</p> <p><u>Regular Part-Time Employee:</u> 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 regular hours worked. This proration does not apply to the employee's 20% health insurance cost share.</p> <p><u>Temporary Employee:</u> A Temporary Employee is an Employee who performs bargaining unit work of a temporarily vacant bargaining unit position to meet the requirements of the Township due to staffing problems within the respective departments. Temporary Employees so hired or their successors may work at a designated job within the department to a maximum of one hundred twenty (120) calendar days, per three hundred and sixty-five (365) consecutive day period. On the one hundred and twenty-first (121st) day the employee shall be terminated. However, if there are extenuating circumstances, the time limit may be extended by mutual agreement of Management and Union. The Union shall be given notice of the hiring and termination of all temporary Employees. A Temporary Employee will not work any overtime unless all union personnel within the department are either working or have declined the assignment.</p>

Seasonal Temporary Employees: A Seasonal Temporary Employee is an Employee hired for seasonal, temporary work to supplement the workforce. 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.

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 unless all union personnel within the department are either working or have declined the assignment. 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.

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, Part-time Building Department Inspectors, Code Enforcement officers, School Crossing Guards, Cable TV and Recreation employees 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.

Retired Employees: Retired Employees are Employees who have terminated employment with the Township after having achieved the milestones specified in Article 34.

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 OPEN SHOP

5.1 The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

- A. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject. The Union shall furnish the forms.
- B. Check-off authorization forms shall be filed with the Employer's Director of Human Resources. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of:

Fraternal Order of Police Labor Council
1457 East 12 Mile Road
Madison Heights, Michigan 48071

- C. It is the responsibility of the Labor Council to promptly notify the Director of Human Resources of any change in address for forwarding payments. The parties, by mutual agreement through a letter of understanding, may also agree to electronic transfer of dues payments, if such a method is available.
- D. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Human Resources Director within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. The Union shall provide at least 30 days written notice to the Human Resources Director of the amount of Union dues and representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least 30 days prior to its implementation.

5.2 **SAVE HARMLESS:** The Union agrees to defend, indemnify, and save the Employer harmless against any liability of any kind that may arise by reason of this Article, including any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, or representation fees or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

5.3 During the term of this Agreement it is the express intent of the Employers and the Union to follow the law as currently defined by the United States Supreme Court decision of *Janus v. AFSCME*, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

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, unless otherwise agreed to by the Human Resource Director or their designee, and without loss of pay, designated Union representatives shall be allowed to:

- A. Attend negotiating meetings with the Township representatives. Members of the union negotiating team shall be compensated at their base hourly rate of pay, while actually engaged in negotiations with the Employer when such negotiations are conducted during the work schedule of the Employee. Each member of the negotiating team will be afforded four (4) hours per week, not to exceed two (2) hours per day for the sole purpose of preparing for negotiations with township representatives. This time shall begin three (3) months prior to contract expiration and cease upon ratification of the contract.
- 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. The Township shall advise the union when a new hire's standard orientation is completed so the Union may present an orientation of its own to each new employee. The orientation shall not exceed thirty minutes.

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

Chief Steward
Financial Steward
Shift Steward

6.3 The Union agrees to provide the Employer with a current list of the Union Stewards.

6.4 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.

6.5 The Negotiating Committee shall consist of the Chief Steward and two other members in good standing, to be determined by election of the membership.

6.6 **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.

6.7 In the event that the Chief Steward is absent, the Union may designate a Steward to act as Chief Steward 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, and promote, as well as, the right to discipline, suspend, and discharge Employees for cause; 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 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 the Agreement and will not discriminate against any Member of the Union.

7.2 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 of 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 PERSONNEL FILE

8.1 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. This includes an Employee's medical file, personnel file, and workers' compensation file.

8.2 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 Human Resource 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.

8.3 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.

ARTICLE 9 SENIORITY

9.1 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.

9.2 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.

9.3 Seniority of all Employees shall be and remain as posted at the signing of this Agreement, except as it may be accumulated.

9.4 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.

9.5 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.

9.6 Employees transferred or promoted outside of the Supervisory Employees' Bargaining Unit 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 Supervisory Employees' Bargaining Unit in his/her former classification, seniority permitting, at the seniority status in which he/she left the General Employees' Bargaining Unit. Total seniority will include all time spent in the Supervisory Employees' Bargaining Unit. If he/she cannot be placed in his/her former classification, he/she will follow the layoff procedure under Sections 13.2 and 13.3.

9.7 Notwithstanding their position in the Seniority List, the Chief Steward 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 Chief Steward and Stewards must be laid off, they will be laid off in the following order: Shift Steward, Financial Steward and then Chief Steward.

ARTICLE 10 PROBATIONARY PERIOD

10.1 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.

10.2 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 11 PROMOTION/TRIAL PERIOD

11.1 Vacancies within the bargaining unit shall be posted for a period of ten (10) days. Interested members of the bargaining unit may file application with the Human Resource Department during that posting period. The applications shall then be reviewed by the Human Resource Director, who shall determine which employees meet the established minimum qualifications for the classification. Employees found not to meet the minimum qualifications shall be notified in writing of their disqualification along with the reasons for this determination. The employee shall then have five (5) days to appeal the determination to the General Employee Civil Service Commission.

In determining the qualifications of a bargaining unit member, an examination may or may not be given as determined at the discretion of the Human Resource Director. In the event that three or more members of the bargaining unit are found to be qualified, a selection shall be made based upon education related to the position, training, and experience to fill the vacancy. Seniority shall be controlling when other factors are equal.

Should there be fewer than three members of the bargaining unit found to be qualified to fill a vacancy, the department head may request that additional candidates be certified for consideration through the use of an open competitive list, as defined in the General Employees Civil Service Commission's Rules.

11.2 If a status member of the supervisory or general bargaining unit applies for and is accepted in a new position, he/she shall be given a trial period lasting a period of sixty (60) days worked, which may be extended for a period not to exceed thirty (30) days worked by mutual agreement of the Employee and Department Head. If either the Employee or the Department Head find the position or work unacceptable, the Employee may return to his/her old position. Unless the Employee is notified that they have not successfully completed the trial period by the conclusion of the trial period stated above, they shall be deemed to have completed it successfully.

11.3 Working Out-Of-Classification Pay: Employees temporarily performing the work of a higher classification shall be compensated in the following circumstances:

- A. The higher classification must be vacant for a period of not less than ten (10) consecutive days prior to anyone being given an increase in pay. Vacancies created by an individual taking a scheduled leave of greater than twenty (20) days may be filled prior to the departure of the employee for training purposes.
- B. In order to be eligible for such pay an employee must be performing the additional duties of the higher class.

- C. The employee chosen for the out of class assignment will be selected based upon the qualifications and abilities of interested employees within the department. The employer will notify employees in the department of an upcoming Working-Out-Of Classification Position. Seniority shall be controlling only when other factors are equal. Individuals from outside the department shall only be utilized when no one from within the department is interested and only with the permission of the Human Resource Director.
- D. The rate of pay received will be the lowest step of the pay grade for the vacant position that would result in a pay increase for the employee performing the additional duties. Step increases shall be granted at six (6) month intervals.
- E. Employees will not be eligible for the out-of-class rate of pay while utilizing benefit time during the initial period of sixty (60) consecutive days. Benefit time, excluding worker compensation, short-term and long-term disability, will be paid at the higher rate for benefit time used after that time. Under no circumstance will employees receive the out-of-class rate of pay while on workers compensation or short or long-term disability. Benefit time is defined as but not limited to:

Vacation, Sick, Personal Business, Holiday, Comp Time, Funeral Leave or Union business
- F. Payments made to employees during the out-of-class period such as, but not limited to, longevity pay or the cashing out of vacation and/or sick time will not be eligible for the out-of-class rate of pay.
- G. Time spent in previous out-of-classification assignments will not be credited toward increment accrual. Should the employee be permanently promoted to the same position as the current out of classification assignment, the employee will be promoted to the same classification and step as what has been achieved by the employee while working in the out-of-class assignment. Increments which would have been earned by an employee in the classification held prior to being placed in the out-of-class assignment will continue to be granted. If any step increments remain after the date of promotion, the next step increment will occur 6 months from the date of promotion.
- H. Only thirty (30) days of the time spent immediately preceding a permanent assignment shall be credited toward the probationary period for the higher classification.
- I. No more than one employee may be assigned the additional duties of the individual employee creating the vacancy. Therefore, only one employee can receive compensation at any given time for performing the work of an individual employee of a higher grade.
- J. Payroll adjustments will be made manually on each payroll check during the initial sixty (60) consecutive days. This will mean those items such as union dues and pension contributions will be made based upon the employee's normal base rate of pay. Pension contributions for employees working out-of-class beyond the sixty (60) consecutive days will have pension contributions based upon the higher class, but under no circumstances will the employee's union dues rate or union/unit designation be altered during this out-of-class period.
- K. Each occurrence of an employee working out-of-class will be treated as a separate event. Under no circumstances will time spent in prior assignments be considered in the application of any of the above.
- L. No out-of-class assignment shall continue for more than one (1) year without the permission of the Township Board and the Union representing the classification being filled.

ARTICLE 12 STRIKE PROHIBITION

12.1 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.

12.2 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 13 LAYOFF AND RECALL

13.1 A layoff is defined to be the reduction of the workforce due to the lack of work, lack of funds or any reasons other than acts of delinquency of an Employee.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 In the event of any layoff, of bargaining unit employees in a Department, all temporary, seasonal, co-op, and supplemental employees in that Department shall be laid off first. Bargaining unit employees who are laid off shall be offered temporary or seasonal positions remaining in the Township provided they are qualified to perform the work with minimal training. Unit employees who accept such work shall be so employed under the same terms and conditions of employment as the temporary or seasonal employees they replace. Employees notified of layoff who assume temporary or seasonal positions shall not relinquish their call back rights. Restrictions imposed upon the Township by this Paragraph shall not be applicable to crossing guards, senior citizen aides, non-union bus driver (unless union bus drivers are laid off), cable television and recreational employees such as mower operators, umpires, coaches, camera operators, program/class instructors, etc.

ARTICLE 14 DISCIPLINE, DISCHARGE OR SUSPENSION

- 14.1 The Township agrees to notify the Union in writing prior to the discharge or suspension of an Employee.
- 14.2 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.
- 14.3 Should the discharged or suspended Employee or the Union 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 the discharge or suspension. 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 FOPLC Representative, the Chief Steward or Steward and the Employee. If the matter is not resolved 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.
- 14.4 The Township agrees to supply the Employee and the Union 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.
- 14.5 In imposing any discipline of a current charge, the Township will not take into account any prior infractions that occurred more than 48 months previously.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 Except for as provided in Article 12.1 concerning vacancies within the bargaining unit, the following grievance procedure shall be the exclusive remedy for any dispute between the parties. Except for as provided in Article 12.1, the General Employee Civil Service Commission is divested from hearing any complaint, grievance, or any other matter brought by a member of the bargaining unit. Any decision rendered by the GECSA that is contrary to this paragraph is void.
- 15.2 Should any dispute arise between the parties including the application, meaning or interpretation of this Agreement, an Employee and/or the Union may seek redress from the Township within ten (10) 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:
- 15.3 **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 Steward to represent him/her. The Supervisor shall review the matter and shall respond to the Steward within three (3) days.
- 15.4 **Step Two** – If the dispute remains unadjusted, it shall be presented on a form supplied by the Michigan Fraternal Order of Police Labor Council by a FOPLC Representative or Steward. The Union shall have fifteen (15) days after the Supervisor's response is due or received to investigate all facts and present the grievance, in writing, to the Department Head or the designated Representative of the Township.

The written grievance shall contain a factual statement outing the acts constituting the grievance, the date, the time, and place of the occurrence and the relief requested. The written grievance shall contain a statement of the section(s) of the collective bargaining agreement to have been violated.

The Department Head or designated Representative of the Township shall arrange a meeting to be held within five (5) days. The Township shall respond in writing to the written grievance within three (3) days after the meeting is held.

15.5 **Step Three** – If the grievance remains unadjusted, it shall be presented by the Union to the Township Human Resource Director or a designated Representative within five (5) days after the response of the Department Head is due. A meeting shall be held within five (5) days after receipt of the grievance. The Human Resource Director or a designated Representative shall respond in writing to the grievance within five (5) days after the meeting is held.

15.6 **Step Four** – Any unresolved grievance which has been processed through the third step of the Grievance Procedure may be submitted to binding arbitration. The involved parties shall have twenty (20) days to appeal the final administrative decision to demand arbitration. Arbitration will be in strict accordance with the following:

- A. Arbitration may be invoked by either party by filing a demand of arbitration with the American Arbitration Association. A copy of the demand is to be filed with the other party;
- B. The selection of the Arbitrator and the determination of the dispute outlined in the grievance shall be in accordance with all the applicable rules of American Arbitration Association, unless the parties stipulate to an arbitrator of their own choosing;
- C. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement, and he/she 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.

15.7 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 grievances 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.

15.8 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.

15.9 **INVESTIGATING GRIEVANCES:** When it becomes necessary for the 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 as is required. He/ she shall also notify his/her immediate Supervisor of the location of the dispute.

15.10 **TIME OFF FOR OTHER UNIT OFFICIALS:** The Chief Steward, Stewards 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 16 WAGES

16.1 Effective upon July 1, 2022 the wage schedules for all covered classifications are set forth in Appendixes B, C, D, and E. The wage schedule reflects a seven-step wage scale with a proportional step increment awarded each subsequent six (6) months over a period of thirty-six months, until the employee reaches the maximum rate for his/her classification. The rate of pay of the maximum step (Step 7) is 15% greater than the rate of pay of entry step (Step 1). Wages will be paid bi-weekly, on Thursdays.

The following automatic wage adjustments to the pay scale will take effect as of the dates specified below:

Effective 7/1/22	2.5 % Increase and \$500 Lump Sum
Effective 7/1/23	2% Increase and \$500 Lump Sum
Effective 7/1/24	2% Increase and \$500 Lump Sum
Effective 7/1/25	2.25% Increase

16.2 The Township reserves the right to start new employees with prior work experience relevant to the position at a higher wage step up to a maximum of step three. The parties agree that the Township has the sole discretion to determine what constitutes prior relevant work experience.

16.3 Shift Premium – there will be one and one-half (1.5%) percent premium for hours worked on the afternoon shift.

16.4 The afternoon shift is any shift that is scheduled to start on or after 12:00 noon.

16.5 Employees regularly employed on a five (5) day workweek other than Monday through Friday, will receive an additional one and one-half (1.5%) percent for their entire shift.

16.6 **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.

A. Employees may elect to take compensatory time in lieu of overtime. Compensatory time will be earned at the same as overtime. Compensatory time will follow applicable sections of the Fair Labor Standards Act, July, 1987 as amended.

B. It is further agreed that each Employee shall be paid off on the first payday of December for all accumulated compensatory time, unless they request to carry that time forward into the next calendar year.

C. FLSA/Overtime

Effective no later than 60 days after mutual ratification of this Agreement (July 1, 2022 - June 30, 2026), the payroll system shall be changed as follows pursuant to the request of the Finance Director:

- a. Remove base rate of pay from the calculation of FLSA overtime for periodic payments such as longevity, certification, and other annual bonuses.
- b. Shift payments earned within a 14-day cycle shall be included in the FLSA overtime calculation for the 14-day cycle in which they are earned.
- c. Periodic payments for FLSA overtime purposes shall be calculated utilizing the half-time method.

16.7 Employees working a seven (7) day operation will receive one and one-half (1.5%) percent over their classified pay rate for their regularly scheduled work week, which is an accumulation of 40 hours.

A. Employees working a seven-day operation will be compensated for overtime in one of the following ways:

1. They will receive time and one-half (1½) for all hours worked in excess of eight (8) hours in one (1) day, forty (40) hours in one (1) week (otherwise noted as the employees first regular scheduled day off), but not both.
2. Employees may elect to take compensatory time in lieu of overtime. Compensatory time will be earned at the same rate as overtime.
3. Double time will be paid for work on a Holiday and/or the employees second scheduled day off of work.

B. Employees working a seven (7) day operation and whereby the legal holidays listed in the contract are NOT a day that the employee is regularly scheduled for work, he/she may take the next “regular” working day off following the holiday, upon the discretion of the Department Head, and they would be paid at their “regular” hourly wage for that day.

C. If the legal holiday falls on the employees “regular” scheduled day off then he/she shall follow the same guidelines as listed in the bargaining contract.

D. The Township may require an employee to work on a paid holiday if their employment is necessary to the maintenance of minimum essential public service. Holiday scheduling is at the discretion of the Department Head.

16.7 **FORTY (40) HOUR EMPLOYEES:** Time and one-half (1 ½) 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.

16.8 **THIRTY-SEVEN AND ONE HALF (37 ½) HOUR EMPLOYEES:** Time and one-half (1 ½) for all hours worked in excess of seven and one-half (7 ½) hours in one (1) day or thirty-seven and one half (37 ½) hours in one (1) week, but not both.

ARTICLE 17 DEFERRED COMPENSATION

17.1 The employer will provide at least one Deferred Compensation plan for all employees.

ARTICLE 18 LONGEVITY

18.1 Employees hired on or before August 31, 2010 shall receive the following longevity benefits based upon regular base pay, not to exceed Fifty-Six Thousand (\$56,000.00) Dollars:

<u>Years of Completed Service</u>	<u>Percentage of Base Wages</u>
Five (5) years	1%
Seven (7) years	2%
Ten (10) years	3%
Twelve (12) years	4%
Fifteen (15) years	6%
Twenty (20) years	8%
Twenty-five (25) years	10%

18.2 Employees hired on or after September 1, 2010 shall not receive longevity.

18.3 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 19 CALL IN PAY/MEETINGS

19.1 Employees required to either, 1) return to work after leaving at the end of their shift and prior to their shift beginning on their next workday, or 2) reporting to work on a day other than their regular workday, shall receive not less than three (3) hours pay at time and one half (1 ½) the base hourly rate of pay. Should the call-in time occur less than 3 hours prior to the start of the employees next normal shift, the employee will be guaranteed overtime pay (1 ½) for the worked hours plus FLSA Overtime for the balance of hours needed to equal the minimum of (3) hours.

19.2 Anyone scheduled for a meeting, by a Supervisor or a Department Head after normal working hours, which requires the employee to return to work, shall be paid a minimum of three (3) hours pay at time and one half (1 ½) the base hourly rate of pay.

ARTICLE 20 SICK LEAVE

- 20.1 **Short-Term Sick Leave:** 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.
- A. Current Employees who have previously been given a one-time grant of twenty (20) sick days will reimburse such grant to the Township at the end of sixty (60) months. In the event an Employee is unable to reimburse the initial grant at the end of the sixty (60) month period:
 - 1. The Employee will be allowed to use any combination of available benefit hours (sick, personal, vacation and/or compensatory) to reimburse the initial grant; or
 - 2. As the Employee earns an additional sick time (or combination of other benefit time), such time will be immediately deducted from his/her banks until such time as the initial grant is completely reimbursed to the Township.
 - B. The Employee will make the choice of option A(1) or A(2) in writing and submit it to the Finance Department. Employees failing to make the required election within three (3) days of their sixty (60) month anniversary date shall be considered as having selected option A(2).
 - C. New Employees will be given a one-time grant of ten (10) sick days which will be reimbursed to the Township at the end of thirty (30) months. In the event an Employee is unable to reimburse the initial grant at the end of the thirty (30) month period, the process outlined above shall be followed at that time.
 - D. The unused portion of the sick days earned monthly 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 ninety (90%) percent of his/her daily rate of pay, but not until the initial grant has been reimbursed.
 - E. 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, or 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 required by the Department Head.
 - F. Sick leave may be utilized by an Employee for appointments with a doctor or dentist.
 - G. Any utilization of sick leave allowance by an Employee must be reported to the Department Head as soon as possible. Any sick time must be in a minimum of one- quarter (1/4) hour and must be approved by the Department Head.
 - H. The Employer may, at its discretion, require each Employee desiring sick leave benefits in excess of two (2) days to file with the Department Head one or both of the following:
 - 1. A physician's statement indicating the ability of the employee to perform essential job functions.

2. 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.

I. Employees who terminate their employment for any reason other than retirement shall be paid ninety (90%) percent of all accumulated sick leave days in excess of thirty (30) days, provided the Employee's one time grant of sick leave days has been reimbursed.

20.2 **Short-Term Disability Provision:** 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. An Employee may apply for extended sick leave for the 21st lost workday 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 75% of his/her wages. The Employee may elect to supplement this payment through the utilization of benefit time. Health insurance coverage and Life Insurance premiums paid by the Township will continue, and the employee 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 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 the past-owed benefits will be turned over to the Township.

20.3 **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.

20.4 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.

20.5 Health and Life Insurance will be paid for an Employee and family on Long-Term Disability for a period not to exceed twenty-four (24) months.

ARTICLE 21 LEAVE OF ABSENCE

21.1 **LEAVE OF ABSENCE – FMLA:** An Employee may take an unpaid leave of absence because of the employee's own serious health condition or the serious health condition of a family member. Said employee must use all accrued or unused paid vacation, personal or sick leave, unless otherwise stated in this agreement, prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave. The paid leave time generally will be taken in the following order: (1) sick leave, (2) vacation, (3) personal days.

- A. An employee taking a leave for the birth of a child must use paid sick leave / Short-Term Disability for the physical recovery following childbirth. The employee may then use any remaining sick leave, and must use accrued or unused paid vacation and personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave, unless otherwise stated in this agreement. Also, pregnancy disability or other leave taken under any applicable disability plan is considered to be paid sick leave for the purposes of FMLA substitution.
- B. An employee may take a leave for the adoption or foster care of a child, or because of a qualifying exigency arising out of the employee's spouse, son or daughter or parent who is a covered military member on active duty, or to care for a family member who is a covered service member with a serious injury or illness, or other reasons required under FMLA. Said employee must, unless otherwise stated in this agreement, first use all accrued and unused paid vacation and personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave.
- C. An employee may utilize no more than twelve (12) weeks of FMLA during any three hundred and sixty-five (365) consecutive calendar day time period.
- D. If an employee is on a continuous leave, employee shall be able to retain one week's benefit time of his/her choice. An employee's election to retain one week's benefit time shall be made seven calendar days following his or her request for FMLA leave. The remaining one week's benefit days shall not be used prior to thirty (30) calendar days of return to work, unless it is used for approved intermittent FMLA leave.
- E. 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 or personal time.
- F. Health and Life Insurance will be maintained and premiums paid by the Township for an Employee on FMLA.

21.2 **PETITION FOR ADDITIONAL UNPAID LEAVE:** Employees who have exhausted all FMLA leave may petition the Township Board of Trustees for additional unpaid leave in situations where hardship circumstances exist.

21.2 **COURT SERVICE LEAVE:** Upon submission of a summons to appear for jury duty and the fees received for the same, the Employee will be paid the pay he/she would have normally received for working a normal workweek. The Employee shall report back to work as soon as his/her court duty is finished, even if only part of the day remains.

21.3 **UNION BUSINESS LEAVE OF ABSENCE:** Upon advanced written notice and with approval of the Department Head, leaves to attend Union conferences or training seminars will be granted without pay, but without loss of fringe benefits and seniority for up to three (3) days. 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 undue hardship upon the efficient operation of the Township.

ARTICLE 22 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 23 UNIFORM ALLOWANCE

23.1 Employees required to wear uniforms shall receive initial issues, but not to exceed items as follows:

A. **WATER-DPW, MOTOR POOL-and PRM BUILDING AND GROUNDS**

Annual Issue: 9 Shirts (long sleeved or short sleeved)
8 Pants or Shorts (maximum of one pair thermal or bib per year)
1 Spring Jacket (lightweight)
1 Pair Steel Toed Safety Boots (\$250.00 maximum)
1 Winter Jacket
6 Pair Work Gloves

B. **ASSESSING-BUILDING-ORDINANCE ENFORCEMENT**

Annual Issue: 1 Winter Jacket
1 Spring Jacket
1 Pair Safety Boots (\$250.00 maximum)
3 Uniform Pants
6 Shirts (long sleeved or short sleeved)

23.2 **WATER-DPW, MOTOR POOL and PRM BUILDING AND GROUNDS:** Each Employee in the Water-DPW, Motor Pool, and PRM Building and Grounds Departments shall receive a clothing allowance of Five Hundred (\$500.00) Dollars to replenish his/her work clothing as needed. This allowance shall be credited to the employee's clothing allowance account. This account may be utilized for purchases with the Township approved vendor limited solely to the issue set forth above. Replacement of jackets shall be limited to one winter jacket and one spring jacket per year. A purchase order system shall be utilized for all purchases. This allowance shall be replenished on October 1st of each year.

23.3 **ASSESSING – BUILDING – ORDINANCE ENFORCEMENT:** Clothing allowance for employees in Assessing, Building and Ordinance Enforcement shall be Three Hundred Fifty (\$350.00) Dollars per year limited solely to the issue set forth above. This allowance shall be credited to the employee's clothing allowance account. This account may be utilized for purchases with the Township approved vendor limited solely to the issue set forth above. Replacement of jackets shall be limited to one biennially. This allowance shall be credited to the employee's clothing allowance account. A purchase order system shall be utilized for all purchases. This allowance shall be replenished on October 1st of each year.

23.4 **WATER-DPW, MOTOR POOL and PRM BUILDING AND GROUNDS:** New Employees hired in the Water-DPW, Motor Pool, and PRM Building and Grounds Departments will be granted Two Hundred Fifty Dollars (\$250.00) to spend during the duration of their probationary period for items listed in the initial order. Once a probationary employee completes his or her probationary period, the employee will be granted the remaining items in the initial order.

23.5 **ASSESSING – BUILDING – ORDINANCE ENFORCEMENT:** New Employees hired in Assessing, Building and Ordinance Enforcement will be granted One Hundred Seventy-Five Dollars (\$175.00) to spend during the duration of their probationary period for items listed in the initial order. Once a probationary employee completes his or her probationary period, the employee will be granted the remaining items in the initial order.

23.6 All safety equipment must be worn on the job to protect the Employee.

23.7 Rubber boots and rain suits will be maintained by the department and issued on a day-to-day basis as necessary.

23.8 The purchased clothing must conform to the color and type worn in the Employee's department and shall bear the appropriate Township insignia. Employees are required to use their uniform allowance for embroidery or screen-print on items requiring a Township insignia. A purchase order system shall be utilized for all purchases.

23.9 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.

23.10 Employees who are receiving Long Term Disability benefits or Worker's Compensation allowance shall receive a prorated uniform allowance equal to one-twelfth (1/12) of the full allowance for each month or part of a month the Employee actively worked. Employees on Long-term disability will not be eligible to order uniforms or bank/carryover unused uniform allowance.

ARTICLE 24 VACATION

24.1 All Employees who regularly work thirty-seven and one half (37 ½) hours per week and Employees who regularly work forty (40) hours per week shall be entitled to vacation with pay. Vacation time shall be earned in days per pay period as per attached Appendix A. Once each year, Employees may cash in vacation days to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days cashed must not exceed fifty (50%) percent of the employee's vacation balance.

24.2 An Employee may accumulate up to thirty (30) vacation days. No accumulation will exceed the thirty (30) vacation days. Once having accumulated the maximum number of days allowed, the employee will cease to accumulate additional time. Any exception to this must be agreed upon by the Department Head involved and the Human Resource Director.

24.3 Vacations may be taken in increments of not less than one-half (1/2) day with the approval of the Department Head.

24.4 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.

24.5 Vacation time earned may be used during any part of the year provided prior approval is granted from the Employee's Department Head.

24.6 Employees shall make written application to their Department Head on or before October 1 of the preceding year for the vacation period desired in the following year. The Department Head will respond to these requests no later than October 31st. Vacation requests made in writing after October 31st will be answered within five (5) workdays after they are received by the Department Head.

24.7 After approval, 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.

24.8 Department Heads shall give priority in scheduling the vacations on the basis of Township seniority of the requesting Employee except where the Employee has not complied with Section 24.7 above, in which event the priority shall not be considered as to that Employee.

24.9 Vacation shall not be allowed in advance of being earned.

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

ARTICLE 25 LEGAL HOLIDAYS

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

New Year's Day	President's Day	Good Friday
Memorial Day	Independence Day	Labor Day
Veteran's Day	Presidential Election Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Eve Day	Christmas Day

Most Employees will not work during the period commencing December 24 of each year through January 1 of the following year. However, all Department Heads may require their Employees to work during this period. Those Employees required to work shall be paid at their normal overtime rate for all hours worked. 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.

On the following named holidays, Employees shall not receive holiday pay but will either elect to take a vacation day, compensatory time, or take the day off without pay, without adjustment or proration benefits:

Good Friday

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

25.2 The Shelby Township Library may be kept open for business on all holidays except Christmas Eve Day, Christmas Day, New Year's Day, Independence Day and Thanksgiving Day.

ARTICLE 26 PERSONAL DAYS

26.1 Each employee will be credited with one (1) personal day on January 1, and one (1) additional day on the 1st day of April, July and October.

26.2 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.

26.3 Personal day accumulation shall at no time exceed seven (7) days. Employees with seven (7) days accumulated personal time will cease to accumulate additional time. Exceptions to this provision may be approved by obtaining the consent of both the employee's department head and the Human Resource Director.

26.4 No more than two (2) personal days may be taken in any one month except at the discretion of the Department Head.

26.5 Personal days may be used in one-half (1/2) hour increments.

ARTICLE 27 FUNERAL LEAVE

27.1 An Employee shall be allowed four (4) consecutive workdays 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. The counting of the four (4) consecutive workdays will begin on the first workday that the employee is off due to the death of the family member.

27.2 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, grandchildren, step-grandchildren, stepparents, grandparents as well as the grandparents of the Employee's spouse. The counting of the four (4) consecutive calendar days will begin on the first workday that the employee is off due to the death of the family member.

27.3 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.

27.4 Employees exercising their rights under this article may be asked to provide written verification of the death and relationship of the individual.

ARTICLE 28 MILITARY LEAVE

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

28.2 For the duration of the leave, the Employee will receive a differential stipend equal to the difference between his/her gross military pay and his/her regular Township salary, if (a) his/her military pay is less than his/her Township pay; and (b) he/she presents sufficient proof to the Township demonstrating this fact.

ARTICLE 29 HOSPITAL – SURGICAL – MEDICAL – DRUG COVERAGE

29.1 Effective January 1, 2011, the medical insurance plans for members of this bargaining unit shall be the BCBS Simply Blue Medical Coverage Plan 3, with \$2,000/\$4,000 annual individual/family in-network deductible.

29.2 The prescription drug plan for members of this bargaining unit shall be a two-tier closed formulary co-pay plan established as follows: \$10 co-pay for generic scripts; \$40 co-pay for formulary brand scripts; with MOPD 2X and contraceptive coverage included. This benefit is not payable until after an employee has reached the applicable Simply Blue Plan 3 annual deductible.

29.3 Effective January 1, 2011 the Township will establish a Health Savings Account (HSA) for members of this bargaining unit who participate in BCBS Simply Blue Plan 3. The Township shall contribute \$1,000 to an employee's Health Savings Account for single plans beginning in the first plan year (funded on a single annual payment basis effective January 1, 2014 and each successive year while the employee is currently employed) and \$2,000 per year for family plans (funded on a single annual payment basis effective January 1, 2014 and each successive year while the employee is currently employed). Effective January 1, 2023, the Township's contribution to an employee's Health Savings Account shall increase to \$1,250 per year for single plans and \$2,500 per year for 2-person and family plans. Employees who enter the bargaining unit after the date of the annual contribution by the Township shall receive the applicable Township contribution pro-rated to the number of days remaining in that calendar year when coverage first takes effect.

The HSA shall be established within the meaning of the Medicare Prescription Drug Improvement and Modernization Act of 2003 and details of the Health Savings Account will be outlined in a Plan Document developed in accordance with the laws governing HSAs.

29.4 The Township, in its discretion, may establish a minimum value health plan, which will cover minimum essential coverage under the Affordable Care Act. Employees will have the option of selecting this plan instead of the BCBS Simply Blue Medical Coverage Plan 3 set forth above. The Township will not contribute to an employee's HSA as set forth in Article 29.3 if they choose to be covered by the minimum value health plan.

29.5 **Conditional Opt-Out Program.** An Employee who is provided with medical coverage through a source other than the Township may choose to decline the medical, dental and vision insurance provided for the Employee and his/her family. In lieu of the Township-paid medical insurance, the annual sum of Two Thousand Seven Hundred (\$2,700) Dollars shall be paid by the Township into the Employee's Deferred Compensation Account through bi-weekly contributions. No employee may elect not to be covered by the Township-provided health care coverage unless:

- A. The Employee certifies that he/she and all members of the employee's tax family ("tax family" means the Employee and all other persons whom Employee claims a personal exemption on his or her federal income tax return) has minimum essential group health coverage and are not receiving and will not receive individual coverage from any sources. An Employee shall not be eligible for the conditional waiver program, if the Employee, or any member of Employee's tax family purchases individual coverage, whether or not purchased on the Marketplace/Exchange during the plan year. To be eligible for the conditional waiver program, the Employee and all members of the Employee's tax family must receive minimum essential group health plan coverage during the plan year.
- B. The Employee signs a waiver during the open enrollment period by December 1 each year indicating that he/she does not wish coverage until the Employer's next open enrollment period.

- C. The Employee will either (1) prove to Employer that he or she and his or her Tax Family are not receiving individual coverage from any source, or (2) sign an Attestation of Group Coverage, which the Employer will draft. In the Attestation of Group Coverage, the Employee will certify that the Employee and members of his or her Tax Family are receiving minimum essential group health plan coverage and are not receiving and will not receive individual coverage from any source.
- D. Following compliance with (1), (2), and (3) above, the Employer will make opt-out payments once coverage terminates through bi-weekly contributions into the Employee's Deferred Compensation Account.
- E. Employees will be able to re-enroll in the Employer's medical plan during Open Enrollment or for a qualifying event within 30 days of the event. Re-enrollment shall occur as soon as allowable under the applicable insurance policy plan. Opt out payments to the Employee's deferred compensation account shall be prorated for any time in which the Employee was covered under the Employer's medical plan. Employees who re-enroll shall cease to receive opt-out payments once coverage resumes.

29.7 Provided the insurance carrier agrees, an Employee who declines insurance coverage at the time he/she exercises the election may reinstate coverage in the event the Employee's alternative coverage is terminated, but in such case the employee shall cease to receive the compensation granted in Section 29.5.

29.8 The Township can exercise the right to replace insurance carriers, health care providers, and third-party administrators or prescription benefit managers as long as the benefit plan coverage remains equivalent to or better than the existing benefit plan coverage.

29.9 For employees hired on or before August 31, 2010, upon retirement in accordance with Article 34.2, a retiree, his/her spouse and dependents at time of retirement, and the surviving spouse of a retiree and their dependent children shall be covered by hospitalization, prescription drug, vision and dental plans equal to those provided for regular Employees in this bargaining unit. A retiree who is eligible for Medicare in the coming year shall receive a pro-rated HSA contribution from the Township based upon his or her pre-Medicare period of coverage. A retiree or employee shall apply for Medicare when he/she becomes eligible per Medicare guidelines and a retiree or employee who fails to apply for Medicare when he/she becomes eligible shall forfeit any further entitlement to health care coverage as the retiree of the Charter Township of Shelby. When a retiree becomes Medicare eligible the Township shall provide Blue Cross Blue Shield Supplemental 2+1 coverage or comparable Medicare supplement or Medicare Advantage plan. Retirees participating in the current BCBS medical coverage who are not eligible for Medicare will continue to receive the annual HSA contribution payments received by employees prior to Medicare eligibility. Employees hired on or after September 1, 2010 upon retirement will not receive medical, prescription drug, vision or dental coverage from the Township.

29.10 Employees hired after August 31, 2010, shall participate in a retiree medical savings account to which the Township shall contribute forty dollars (\$40.00) per month and the employee shall contribute twenty dollars (\$20.00) per month. Effective July 1, 2022, the Township's contribution to an employee's retiree medical savings account shall increase to eighty dollars (\$80.00) per month and the employee's contribution shall increase to twenty-five dollars (\$25.00) per month. Such employees shall not be eligible for the retiree healthcare set forth above. To be eligible, Employees must have completed their probationary period. An employee must actually work in the month or have used vacation, sick, personal, or comp time to receive that month's contribution from the Township. The plan shall be administered by a plan administrator selected by the Township. The Township will establish the plan as soon as practical and shall be effective January 2019 for all eligible employees.

29.11 Should the cost of Health Insurance coverage to employees increase by five percent (5.00%) or more as a result of changes in BCBSM rates, the Township and the Michigan Fraternal Order of Police Labor Council will discuss the possibility of a reopener on the sole issue of health insurance (medical and prescription drugs) for each year of the contract's term and the procuring of a bid to reduce or maintain healthcare costs for the Township and the Employees.

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

ARTICLE 30 DENTAL INSURANCE

30.1 The Township will provide at no cost to the Employee dental coverage equivalent to or better than the existing benefit plan coverage. In lieu of the Township-paid dental insurance, the annual sum of Two Hundred Fifty (\$250.00) Dollars shall be paid by the Township into the Employee's Deferred Compensation Account through bi-weekly contributions.

ARTICLE 31 VISION CARE PROGRAM

31.1 A Vision Care plan will be provided by the Township at no cost to the Employees. (See policy for details.) In lieu of the Township-paid vision insurance, the annual sum of fifty (\$50.00) Dollars shall be paid by the Township into the Employee's Deferred Compensation Account through bi-weekly contributions.

ARTICLE 32 LIFE INSURANCE

32.1 The Township will provide a life insurance policy equal to one and one half (1 ½) times an Employee's base salary rounded up to the nearest Five Thousand (\$5,000.00) Dollars and not to exceed One Hundred Fifty Thousand Dollars, to be fully paid by the Township.

32.2 The Township will provide a Five Thousand (\$5,000.00) Dollar term life insurance policy for persons retiring on or after July 1, 1983. Effective January 1, 2002, the amount of the insurance policy provided above shall be increased to Seven Thousand Five Hundred (\$7,500.00) Dollars. The retiree may purchase additional life insurance at his/her cost provided that said option is allowed by the insurance carrier.

ARTICLE 33 WORKER'S COMPENSATION INSURANCE

33.1 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.

33.2 An employee eligible for and receiving weekly Workers' Compensation income shall also receive supplemental income from the Employer in an amount necessary to assure the employee his base pay for his regularly scheduled work-week income. These payments shall not exceed six (6) months. An employee eligible for and receiving weekly Workers' Compensation income shall also receive supplemental income from the Employer in the amount necessary to assure the employee his base pay for his regularly scheduled work-week income. This shall start immediately from the date of an employee suffering the injury. These payments shall not exceed six (6) months.

ARTICLE 34 RETIREMENT PLAN

34.1 All status Employees shall participate in the Township Defined Contribution Pension Plan. Contributions shall be made to the plan as follows:

- A. Employees shall contribute five (5%) percent of their base wage via payroll deduction to the Pension Plan.
- B. The Township shall contribute an amount equal to ten (10%) percent of the employee's base wage to the Pension Plan. Employees who have not already vested in these contributions at the time this Agreement is ratified by the Township Board of Trustees shall have vested rights to these contributions once they have completed a minimum of sixty (60) months of continuous service.
- C. Effective July 1, 2024, an employees shall contribute six (6%) percent of their base wage via payroll deduction to the Pension Plan.
- D. Effective July 1, 2022, the Township shall contribute an amount equal to eleven (11%) percent of the employee's base wage to the Pension Plan. Employees who have not already vested in these contributions at the time this Agreement is ratified by the Township Board of Trustees shall have vested rights to these contributions once they have completed a minimum of sixty (60) months of continuous service.

34.2 For employees hired after November 21, 2006, full-time Employees having a minimum of fifteen (15) years of continuous full-time service with the Township and having attained an age of fifty-five (55) or above, which, when combined with the number of years of service, is equal to or greater than seventy-five (75), may elect to retire with medical benefits as provided under Article 29.9 of the Agreement herein.

34.3 For Employees hired prior to November 21, 2006, full-time Employees having a minimum of ten (10) years of continuous full-time service with the Township and having attained an age of fifty-five (55) or above, which, when combined with the number of years of service, is equal to or greater than seventy-five (75), may elect to retire with medical benefits as provided under Article 29.9 of the Agreement herein.

34.4 Employees that retire shall be paid one hundred (100%) of all accumulated sick leave, personal days and accumulated vacation time.

ARTICLE 35 TUITION REIMBURSEMENT

35.1A program of tuition reimbursement is hereby initiated under the following conditions:

- A. Employees must have full Civil Service status.
- B. Employees must be on active-work status at the time of the application.
- C. Requests for tuition reimbursement and related fees must be approved by the Human Resource Director prior to the Employee taking the training for which the reimbursement is requested. The reimbursement for books will be capped at one-hundred dollars (\$100.00) per course minus the resale value of the text at the conclusion of the class. Total reimbursement under this Article will be capped at Four Thousand dollars (\$4,000.00) annually.
- D. Any course shall 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.
- E. Upon completion of the course, the reimbursement will be as follows:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	One hundred (100%) percent
B	Ninety (90%) percent
C	Eighty (80%) percent

- F. In order to qualify for reimbursement, an Employee must successfully complete the course in accordance with the school's regular standard.
- G. 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.
- H. An Employee may take up to sixteen (16) credits per year, but may be restricted to one course per term.
- I. An Employee who terminates employment with the Township less than two years after receiving tuition reimbursement shall refund said reimbursement to the Township.

ARTICLE 36 MISCELLANEOUS

36.1 **Working Agreement Distribution:** Copies of this Agreement shall be furnished by the Township to the Union, within thirty (30) days of obtaining all Union and Township signatures, for distribution to its members.

36.2 **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.

36.3 **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.

36.4 **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.

36.5 **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, provided 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.
- E. Work Continuation Overtime, meaning continuation of a job while on site, shall not be assigned through the overtime equalization procedure. However, hours worked as work continuation shall be added to the departmental overtime list of hours worked by Employees within the Bargaining Unit.

36.6 **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 Human Resource 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.

36.7 Flextime shall be set up in a minimum of three (3) month periods unless mutually agreed by the Employees and the Department Head.

36.8 The Employer shall have the right to implement a Performance Evaluation Process and establish and fund a Performance Bonus Pool.

36.9 Employees who are required by the Township to maintain a Commercial Driver's License (CDL) shall be reimbursed for the required license fee and shall receive a re-certification bonus of five hundred (\$500) dollars each time the license is renewed.

36.10 **On Call Procedure:**

- A. The Department of Public Works and the Department of Parks Recreation and Maintenance will each have one (1) individual assigned to be available for emergency call back. These individuals will be provided pager and/or cell phone to be carried while off duty.
- B. The selection of the employee will be done on a volunteer basis. Separate lists will be kept which rotates the eligibility of employee.
- C. All overtime worked will be charged to the appropriate individual in compliance with Article 36.5 Section D.
- D. The pager assignment shall be made each week commencing at the beginning of business on Monday. Employees shall be compensated for agreeing to be on call by receiving four (4) hours pay or compensatory time for each week on call. Employees who agree to be on call, and who do not respond when paged on four (4) or more occasions in any six (6) month period, shall be deemed ineligible for the on-call assignment for a period of six (6) months.

36.11 **Deputy Clerk.**

- A. The Deputy Clerk shall remain an at-will position serving at the pleasure of the Township Clerk, consistent with MCL 41.69, and the Union shall not bargain with the co-employer Township Clerk about such status nor at any time in the future. The Township Clerk reserves the right to terminate, discipline or lay off the Deputy Clerk at any time with or without cause, and neither the Deputy Clerk nor the Union shall have recourse to the arbitration/grievance or other procedures of the collective bargaining agreement regarding any decision, except that the Deputy Clerk may use Step 1 of the Grievance Procedure (discussion with Township Clerk, i.e. should the Deputy Clerk disagree with the decision, upon request the Township Clerk shall discuss the decision with the Deputy Clerk, who may secure the services of his/her Unit Steward for the discussion.)
- B. The Deputy Clerk position shall receive wages in the amount of \$59,000, which will be adjusted on the same schedule and percentage basis as utilized by the Supervisory Employee Bargaining Unit.

ARTICLE 37 DRUG AND ALCOHOL TESTING

37.1 Upon reasonable suspicion, the Township may require an employee to submit to a drug or alcohol test. Reasonable suspicion is the quantity of proof or evidence that is more than a hunch, but less than probable cause. It must be based on specific, objective facts and any derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the individual is or has been using drugs, including medical and recreational marijuana, while on or off duty or is under the influence of alcohol if on duty (defined as a Blood Alcohol Content (BAC) of 0.02 or more). Discipline shall be subject to Article 7. Within three workdays of the test, the Township shall provide written notice to the Union as to the facts constituting reasonable suspicion. Nothing herein shall limit the Union's ability to contest the Township's basis of facts constituting reasonable suspicion through the grievance procedure.

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 judgment 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 BUILDING CLOSURES

The parties agree that whenever the Municipal Offices are closed by the Supervisor or designee for any reason during normally scheduled working hours, Employees will be paid full pay and benefits for any time off. Employees who have leave approved prior to the issuance of a building closure shall be required to use the pre-approved leave for payroll purposes. All Employees deemed essential by the Township and that are required to remain on duty after a building closure has been ordered will be paid their normal wages for that day and an additional one and one half (1 ½) times their base wage for all hours worked from the time that the building closure begins until the time that they cease working for that day.

ARTICLE 41 INCLUSIONS

41.1 The Civil Service Commission Rules applicable to the Bargaining Unit Employees relating to terms and conditions of employment, other than wages, hours of employment, benefits and other issues addressed in this agreement, 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 and the Shelby Township Board of Trustees.

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 DURATION AND AUTOMATIC RENEWAL

This Agreement shall be effective as of the first day of July, 2022, and its terms and conditions shall remain in full force and effect until June 30, 2026, 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.

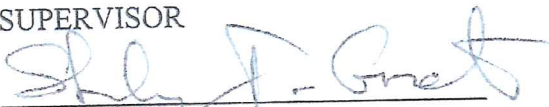
IN WITNESS WHEREOF; the undersigned have executed this Collective Bargaining Agreement as of the 28th day of June 2022.

WITNESS:

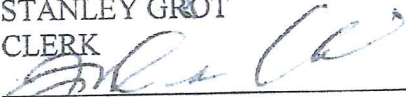
MICHIGAN FRATERNAL ORDER OF POLICE
REPRESENTING THE SHELBY TOWNSHIP SHELBY
TOWNSHIP MUNICIPAL SUPERVISORY
EMPLOYEES UNIT




RICHARD STATHAKIS
SUPERVISOR




STANLEY GROT
CLERK



JAMES CARABELLI
TREASURER



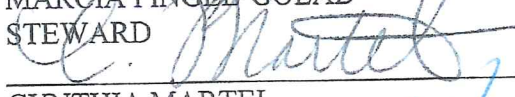
LISA SUIDA
HUMAN RESOURCES DIRECTOR



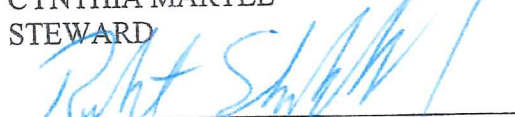
DAVID WILLIS
DIRECTOR OF LABOR SERVICES, FOPLC



MARCIA PINGEL-GOLAB
STEWARD



CYNTHIA MARTEL
STEWARD



ROBERT SHADDOCK
STEWARD

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	25	7.22	7.70

Appendix B

Supervisory Employees Unit Wage Schedule 07/01/2022 through 06/30/2023

Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2022 - 6/30/2023 - 2.5% Increase

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	\$ 73,079 37,4764	\$ 75,066 38,4954	\$ 77,052 39,5138	\$ 79,038 40,5323	\$ 81,024 41,5508	\$ 83,010 42,5692	\$ 84,995 43,5872
Administrative Assistant	\$ 63,053 32,3349	\$ 64,725 33,1923	\$ 66,394 34,0482	\$ 68,064 34,9046	\$ 69,736 35,7621	\$ 71,408 36,6195	\$ 73,079 37,4764
Administrative Secretary (Sup)	\$ 58,340 29,9179	\$ 59,979 30,7585	\$ 61,614 31,5969	\$ 63,253 32,4374	\$ 64,891 33,2774	\$ 66,527 34,1164	\$ 68,163 34,9554
Assistant Building Director	\$ 82,177 42,1421	\$ 84,232 43,1959	\$ 86,287 44,2497	\$ 88,342 45,3036	\$ 90,396 46,3569	\$ 92,451 47,4108	\$ 94,506 48,4646
Assistant Library Director	\$ 82,177 42,1421	\$ 84,232 43,1959	\$ 86,287 44,2497	\$ 88,342 45,3036	\$ 90,396 46,3569	\$ 92,451 47,4108	\$ 94,506 48,4646
Assistant Director PRM, NC, SC	\$ 78,804 40,4123	\$ 80,817 41,4446	\$ 82,832 42,4779	\$ 84,845 43,5103	\$ 86,862 44,5446	\$ 88,875 45,5769	\$ 90,890 46,6103
Assistant Treasurer	\$ 79,138 40,5836	\$ 81,116 41,5979	\$ 83,094 42,6123	\$ 85,070 43,6256	\$ 87,046 44,6390	\$ 89,024 45,6533	\$ 91,002 46,6677
Broadcast Services Manager	\$ 58,340 29,9179	\$ 59,977 30,7574	\$ 61,614 31,5969	\$ 63,251 32,4364	\$ 64,889 33,2764	\$ 66,524 34,1149	\$ 68,163 34,9554
Communication Services Manager	\$ 58,340 29,9179	\$ 59,977 30,7574	\$ 61,614 31,5969	\$ 63,251 32,4364	\$ 64,889 33,2764	\$ 66,524 34,1149	\$ 68,163 34,9554
Deputy Assessor	\$ 78,804 40,4123	\$ 80,817 41,4446	\$ 82,832 42,4779	\$ 84,845 43,5103	\$ 86,862 44,5446	\$ 88,875 45,5769	\$ 90,890 46,6103
Deputy Clerk	\$ 63,869 32,7533						
Executive Assistant to the Chief	\$ 68,163 34,9554	\$ 69,935 35,8641	\$ 71,707 36,7728	\$ 73,481 37,6826	\$ 75,254 38,5918	\$ 77,031 39,5031	\$ 78,804 40,4123

Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2022 - 6/30/2023 - 2.5% Increase

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Planning Department Manager	\$ 68,163 34.9554	\$ 69,935 35.8641	\$ 71,707 36.7728	\$ 73,481 37.6826	\$ 75,254 38.5918	\$ 77,031 39.5031	\$ 78,804 40.4123
Police Records Bureau Manager	\$ 59,202 30.3600	\$ 60,679 31.1174	\$ 62,158 31.8759	\$ 63,635 32.6333	\$ 65,112 33.3908	\$ 66,590 34.1487	\$ 68,068 34.9067
Police Records Bureau Supervisor	\$ 56,383 28.9144	\$ 57,790 29.6359	\$ 59,198 30.3579	\$ 60,605 31.0795	\$ 62,011 31.8005	\$ 63,419 32.5226	\$ 64,827 33.2446
Water & Sewer Accountant	\$ 79,138 40.5836	\$ 81,116 41.5979	\$ 83,094 42.6123	\$ 85,070 43.6256	\$ 87,046 44.6390	\$ 89,024 45.6533	\$ 91,002 46.6677
Cadet & Fleet Supervisor <i>80-hour position</i>	\$ 56,383 27.1072	\$ 57,790 27.7837	\$ 59,198 28.4606	\$ 60,605 29.1370	\$ 62,011 29.8130	\$ 63,419 30.4899	\$ 64,827 31.1668
DPW Maint Person III <i>80-hour position</i>	\$ 67,256 32.3346	\$ 68,937 33.1428	\$ 70,618 33.9510	\$ 72,299 34.7591	\$ 73,981 35.5678	\$ 75,662 36.3760	\$ 77,342 37.1837
DPW Supervisor <i>80-hour position</i>	\$ 73,223 35.2034	\$ 75,055 36.0841	\$ 76,887 36.9649	\$ 78,717 37.8447	\$ 80,549 38.7255	\$ 82,379 39.6053	\$ 84,210 40.4856
Nature Center Coordinator <i>80-hour position</i>	\$ 63,244 30.4058	\$ 64,953 31.2274	\$ 66,663 32.0495	\$ 68,375 32.8726	\$ 70,083 33.6938	\$ 71,794 34.5163	\$ 73,505 35.3389
PRM Supervisor <i>80-hour position</i>	\$ 72,391 34.8034	\$ 74,199 35.6726	\$ 76,007 36.5418	\$ 77,817 37.4120	\$ 79,626 38.2817	\$ 81,434 39.1510	\$ 83,242 40.0202
Senior Citizen Coordinator <i>80-hour position</i>	\$ 63,244 30.4058	\$ 64,953 31.2274	\$ 66,663 32.0495	\$ 68,375 32.8726	\$ 70,083 33.6938	\$ 71,794 34.5163	\$ 73,505 35.3389
Sport Coordinator <i>80-hour position</i>	\$ 61,402 29.5202	\$ 62,936 30.2577	\$ 64,473 30.9966	\$ 66,007 31.7341	\$ 67,541 32.4716	\$ 69,076 33.2096	\$ 70,611 33.9476

Appendix C

Supervisory Employees Unit Wage Schedule 07/01/2023 through 06/30/2024

Charter Township of Shelby MI FOP Labor Council Representing the Shelby Township Municipal Supervisory Employees Wage Schedule 7/1/2023 - 6/30/2024 - 2% Increase							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	\$ 74,541 38.2262	\$ 76,567 39.2651	\$ 78,593 40.3041	\$ 80,619 41.3431	\$ 82,644 42.3815	\$ 84,670 43.4205	\$ 86,695 44.4590
Administrative Assistant	\$ 64,314 32.9815	\$ 66,020 33.8564	\$ 67,722 34.7292	\$ 69,425 35.6026	\$ 71,131 36.4774	\$ 72,836 37.3518	\$ 74,541 38.2262
Administrative Secretary (Sup)	\$ 59,507 30.5164	\$ 61,179 31.3738	\$ 62,846 32.2287	\$ 64,518 33.0862	\$ 66,189 33.9431	\$ 67,858 34.7990	\$ 69,526 35.6544
Assistant Building Director	\$ 83,821 42.9851	\$ 85,917 44.0600	\$ 88,013 45.1349	\$ 90,109 46.2097	\$ 92,204 47.2841	\$ 94,300 48.3590	\$ 96,396 49.4338
Assistant Library Director	\$ 83,821 42.9851	\$ 85,917 44.0600	\$ 88,013 45.1349	\$ 90,109 46.2097	\$ 92,204 47.2841	\$ 94,300 48.3590	\$ 96,396 49.4338
Assistant Director PRM, NC, SC	\$ 80,380 41.2205	\$ 82,433 42.2733	\$ 84,489 43.3277	\$ 86,542 44.3805	\$ 88,599 45.4354	\$ 90,653 46.4887	\$ 92,708 47.5426
Assistant Treasurer	\$ 80,721 41.3954	\$ 82,738 42.4297	\$ 84,756 43.4646	\$ 86,771 44.4979	\$ 88,787 45.5318	\$ 90,804 46.5662	\$ 92,822 47.6010
Broadcast Services Manager	\$ 59,507 30.5164	\$ 61,177 31.3728	\$ 62,846 32.2287	\$ 64,516 33.0851	\$ 66,187 33.9421	\$ 67,854 34.7969	\$ 69,526 35.6544
Communication Services Manager	\$ 59,507 30.5164	\$ 61,177 31.3728	\$ 62,846 32.2287	\$ 64,516 33.0851	\$ 66,187 33.9421	\$ 67,854 34.7969	\$ 69,526 35.6544
Deputy Assessor	\$ 80,380 41.2205	\$ 82,433 42.2733	\$ 84,489 43.3277	\$ 86,542 44.3805	\$ 88,599 45.4354	\$ 90,653 46.4887	\$ 92,708 47.5426
Deputy Clerk	\$ 65,146 33.4082						
Executive Assistant to the Chief	\$ 69,526 35.6544	\$ 71,334 36.5815	\$ 73,141 37.5082	\$ 74,951 38.4364	\$ 76,759 39.3636	\$ 78,572 40.2933	\$ 80,380 41.2205

Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2023 - 6/30/2024 - 2% Increase

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Planning Department Manager	\$ 69,526 35.6544	\$ 71,334 36.5815	\$ 73,141 37.5082	\$ 74,951 38.4364	\$ 76,759 39.3636	\$ 78,572 40.2933	\$ 80,380 41.2205
Police Records Bureau Manager	\$ 60,386 30.9672	\$ 61,893 31.7400	\$ 63,401 32.5133	\$ 64,908 33.2862	\$ 66,414 34.0585	\$ 67,922 34.8318	\$ 69,429 35.6046
Police Records Bureau Supervisor	\$ 57,511 29.4928	\$ 58,946 30.2287	\$ 60,382 30.9651	\$ 61,817 31.7010	\$ 63,251 32.4364	\$ 64,687 33.1728	\$ 66,124 33.9097
Water & Sewer Accountant	\$ 80,721 41.3954	\$ 82,738 42.4297	\$ 84,756 43.4646	\$ 86,771 44.4979	\$ 88,787 45.5318	\$ 90,804 46.5662	\$ 92,822 47.6010
Cadet & Fleet Supervisor <i>80-hour position</i>	\$ 57,511 27.6495	\$ 58,946 28.3394	\$ 60,382 29.0298	\$ 61,817 29.7197	\$ 63,251 30.4091	\$ 64,687 31.0995	\$ 66,124 31.7904
DPW Maint Person III <i>80-hour position</i>	\$ 68,601 32.9813	\$ 70,316 33.8058	\$ 72,030 34.6298	\$ 73,745 35.4543	\$ 75,461 36.2793	\$ 77,175 37.1034	\$ 78,889 37.9274
DPW Supervisor <i>80-hour position</i>	\$ 74,687 35.9072	\$ 76,556 36.8058	\$ 78,425 37.7043	\$ 80,291 38.6014	\$ 82,160 39.5000	\$ 84,027 40.3976	\$ 85,894 41.2952
Nature Center Coordinator <i>80-hour position</i>	\$ 64,509 31.0139	\$ 66,252 31.8519	\$ 67,996 32.6904	\$ 69,743 33.5303	\$ 71,485 34.3678	\$ 73,230 35.2067	\$ 74,975 36.0457
PRM Supervisor <i>80-hour position</i>	\$ 73,839 35.4995	\$ 75,683 36.3861	\$ 77,527 37.2726	\$ 79,373 38.1601	\$ 81,219 39.0476	\$ 83,063 39.9341	\$ 84,907 40.8207
Senior Citizen Coordinator <i>80-hour position</i>	\$ 64,509 31.0139	\$ 66,252 31.8519	\$ 67,996 32.6904	\$ 69,743 33.5303	\$ 71,485 34.3678	\$ 73,230 35.2067	\$ 74,975 36.0457
Sport Coordinator <i>80-hour position</i>	\$ 62,630 30.1106	\$ 64,195 30.8630	\$ 65,762 31.6163	\$ 67,327 32.3688	\$ 68,892 33.1212	\$ 70,458 33.8740	\$ 72,023 34.6264

Appendix D

Supervisory Employees Unit Wage Schedule 07/01/2024 through 06/30/2025

Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2024 - 6/30/2025 - 2% Increase

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	\$ 76,032 38.9908	\$ 78,098 40.0503	\$ 80,165 41.1103	\$ 82,231 42.1697	\$ 84,297 43.2292	\$ 86,363 44.2887	\$ 88,429 45.3482
Administrative Assistant	\$ 65,600 33.6410	\$ 67,340 34.5333	\$ 69,076 35.4236	\$ 70,814 36.3149	\$ 72,554 37.2072	\$ 74,293 38.0990	\$ 76,032 38.9908
Administrative Secretary (Sup)	\$ 60,697 31.1267	\$ 62,403 32.0015	\$ 64,103 32.8733	\$ 65,808 33.7477	\$ 67,513 34.6221	\$ 69,215 35.4949	\$ 70,917 36.3677
Assistant Building Director	\$ 85,497 43.8446	\$ 87,635 44.9410	\$ 89,773 46.0374	\$ 91,911 47.1338	\$ 94,048 48.2297	\$ 96,186 49.3262	\$ 98,324 50.4226
Assistant Library Director	\$ 85,497 43.8446	\$ 87,635 44.9410	\$ 89,773 46.0374	\$ 91,911 47.1338	\$ 94,048 48.2297	\$ 96,186 49.3262	\$ 98,324 50.4226
Assistant Director PRM, NC, SC	\$ 81,988 42.0451	\$ 84,082 43.1190	\$ 86,179 44.1944	\$ 88,273 45.2682	\$ 90,371 46.3441	\$ 92,466 47.4185	\$ 94,562 48.4933
Assistant Treasurer	\$ 82,335 42.2231	\$ 84,393 43.2785	\$ 86,451 44.3338	\$ 88,506 45.3877	\$ 90,563 46.4426	\$ 92,620 47.4974	\$ 94,678 48.5528
Broadcast Services Manager	\$ 60,697 31.1267	\$ 62,401 32.0005	\$ 64,103 32.8733	\$ 65,806 33.7467	\$ 67,511 34.6210	\$ 69,211 35.4928	\$ 70,917 36.3677
Communication Services Manager	\$ 60,697 31.1267	\$ 62,401 32.0005	\$ 64,103 32.8733	\$ 65,806 33.7467	\$ 67,511 34.6210	\$ 69,211 35.4928	\$ 70,917 36.3677
Deputy Assessor	\$ 81,988 42.0451	\$ 84,082 43.1190	\$ 86,179 44.1944	\$ 88,273 45.2682	\$ 90,371 46.3441	\$ 92,466 47.4185	\$ 94,562 48.4933
Deputy Clerk	\$ 66,449 34.0764						
Executive Assistant to the Chief	\$ 70,917 36.3677	\$ 72,761 37.3133	\$ 74,604 38.2585	\$ 76,450 39.2051	\$ 78,294 40.1508	\$ 80,143 41.0990	\$ 81,988 42.0451

Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2024 - 6/30/2025 - 2% Increase

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Planning Department Manager	\$ 70,917 36.3677	\$ 72,761 37.3133	\$ 74,604 38.2585	\$ 76,450 39.2051	\$ 78,294 40.1508	\$ 80,143 41.0990	\$ 81,988 42.0451
Police Records Bureau Manager	\$ 61,594 31.5867	\$ 63,131 32.3749	\$ 64,669 33.1636	\$ 66,206 33.9518	\$ 67,742 34.7395	\$ 69,280 35.5282	\$ 70,818 36.3169
Police Records Bureau Supervisor	\$ 58,661 30.0826	\$ 60,125 30.8333	\$ 61,590 31.5846	\$ 63,053 32.3349	\$ 64,516 33.0851	\$ 65,981 33.8364	\$ 67,446 34.5877
Water & Sewer Accountant	\$ 82,335 42.2231	\$ 84,393 43.2785	\$ 86,451 44.3338	\$ 88,506 45.3877	\$ 90,563 46.4426	\$ 92,620 47.4974	\$ 94,678 48.5528
Cadet & Fleet Supervisor <i>80-hour position</i>	\$ 58,661 28.2024	\$ 60,125 28.9063	\$ 61,590 29.6106	\$ 63,053 30.3139	\$ 64,516 31.0173	\$ 65,981 31.7216	\$ 67,446 32.4260
DPW Maint Person III <i>80-hour position</i>	\$ 69,973 33.6409	\$ 71,722 34.4817	\$ 73,471 35.3226	\$ 75,220 36.1635	\$ 76,970 37.0048	\$ 78,719 37.8457	\$ 80,467 38.6861
DPW Supervisor <i>80-hour position</i>	\$ 76,181 36.6255	\$ 78,087 37.5418	\$ 79,994 38.4587	\$ 81,897 39.3736	\$ 83,803 40.2899	\$ 85,708 41.2058	\$ 87,612 42.1212
Nature Center Coordinator <i>80-hour position</i>	\$ 65,799 31.6341	\$ 67,577 32.4889	\$ 69,356 33.3442	\$ 71,138 34.2010	\$ 72,915 35.0553	\$ 74,695 35.9111	\$ 76,475 36.7668
PRM Supervisor <i>80-hour position</i>	\$ 75,316 36.2096	\$ 77,197 37.1139	\$ 79,078 38.0183	\$ 80,960 38.9231	\$ 82,843 39.8284	\$ 84,724 40.7327	\$ 86,605 41.6370
Senior Citizen Coordinator <i>80-hour position</i>	\$ 65,799 31.6341	\$ 67,577 32.4889	\$ 69,356 33.3442	\$ 71,138 34.2010	\$ 72,915 35.0553	\$ 74,695 35.9111	\$ 76,475 36.7668
Sport Coordinator <i>80-hour position</i>	\$ 63,883 30.7130	\$ 65,479 31.4803	\$ 67,077 32.2486	\$ 68,674 33.0163	\$ 70,270 33.7837	\$ 71,867 34.5514	\$ 73,463 35.3188

Appendix E

Supervisory Employees Unit Wage Schedule 07/01/2025 through 06/30/2026

**Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2025 - 6/30/2026 - 2.25% Increase**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	\$ 77,743 39,8682	\$ 79,855 40,9513	\$ 81,969 42,0354	\$ 84,081 43,1185	\$ 86,194 44,2021	\$ 88,306 45,2851	\$ 90,419 46,3687
Administrative Assistant	\$ 67,076 34,3979	\$ 68,855 35,3103	\$ 70,630 36,2205	\$ 72,407 37,1318	\$ 74,186 38,0441	\$ 75,965 38,9564	\$ 77,743 39,8682
Administrative Secretary (Sup)	\$ 62,063 31,8272	\$ 63,807 32,7215	\$ 65,545 33,6128	\$ 67,289 34,5072	\$ 69,032 35,4010	\$ 70,772 36,2933	\$ 72,513 37,1862
Assistant Building Director	\$ 87,421 44,8313	\$ 89,607 45,9523	\$ 91,793 47,0733	\$ 93,979 48,1944	\$ 96,164 49,3149	\$ 98,350 50,4359	\$ 100,536 51,5569
Assistant Library Director	\$ 87,421 44,8313	\$ 89,607 45,9523	\$ 91,793 47,0733	\$ 93,979 48,1944	\$ 96,164 49,3149	\$ 98,350 50,4359	\$ 100,536 51,5569
Assistant Director PRM, NC, SC	\$ 83,833 42,9913	\$ 85,974 44,0892	\$ 88,118 45,1887	\$ 90,259 46,2867	\$ 92,404 47,3867	\$ 94,546 48,4851	\$ 96,690 49,5846
Assistant Treasurer	\$ 84,188 43,1733	\$ 86,292 44,2523	\$ 88,396 45,3313	\$ 90,497 46,4087	\$ 92,601 47,4877	\$ 94,704 48,5662	\$ 96,808 49,6451
Broadcast Services Manager	\$ 62,063 31,8272	\$ 63,805 32,7205	\$ 65,545 33,6128	\$ 67,287 34,5062	\$ 69,030 35,4000	\$ 70,768 36,2913	\$ 72,513 37,1862
Communication Services Manager	\$ 62,063 31,8272	\$ 63,805 32,7205	\$ 65,545 33,6128	\$ 67,287 34,5062	\$ 69,030 35,4000	\$ 70,768 36,2913	\$ 72,513 37,1862
Deputy Assessor	\$ 83,833 42,9913	\$ 85,974 44,0892	\$ 88,118 45,1887	\$ 90,259 46,2867	\$ 92,404 47,3867	\$ 94,546 48,4851	\$ 96,690 49,5846
Deputy Clerk	\$ 67,944 34,8431						
Executive Assistant to the Chief	\$ 72,513 37,1862	\$ 74,398 38,1528	\$ 76,283 39,1195	\$ 78,170 40,0872	\$ 80,056 41,0544	\$ 81,946 42,0236	\$ 83,833 42,9913

Charter Township of Shelby
MI FOP Labor Council Representing the Shelby Township
Municipal Supervisory Employees Wage Schedule
7/1/2025 - 6/30/2026 - 2.25% Increase

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Planning Department Manager	\$ 72,513 37,1862	\$ 74,398 38,1528	\$ 76,283 39,1195	\$ 78,170 40,0872	\$ 80,056 41,0544	\$ 81,946 42,0236	\$ 83,833 42,9913
Police Records Bureau Manager	\$ 62,980 32,2974	\$ 64,551 33,1031	\$ 66,124 33,9097	\$ 67,696 34,7159	\$ 69,266 35,5210	\$ 70,839 36,3277	\$ 72,411 37,1338
Police Records Bureau Supervisor	\$ 59,981 30,7595	\$ 61,478 31,5272	\$ 62,976 32,2954	\$ 64,472 33,0626	\$ 65,968 33,8297	\$ 67,466 34,5979	\$ 68,964 35,3662
Water & Sewer Accountant	\$ 84,188 43,1733	\$ 86,292 44,2523	\$ 88,396 45,3313	\$ 90,497 46,4087	\$ 92,601 47,4877	\$ 94,704 48,5662	\$ 96,808 49,6451
Cadet & Fleet Supervisor <i>80-hour position</i>	\$ 59,981 28,8370	\$ 61,478 29,5567	\$ 62,976 30,2769	\$ 64,472 30,9962	\$ 65,968 31,7154	\$ 67,466 32,4356	\$ 68,964 33,1558
DPW Maint Person III <i>80-hour position</i>	\$ 71,547 34,3976	\$ 73,336 35,2577	\$ 75,124 36,1173	\$ 76,912 36,9769	\$ 78,702 37,8375	\$ 80,490 38,6971	\$ 82,278 39,5567
DPW Supervisor <i>80-hour position</i>	\$ 77,895 37,4495	\$ 79,844 38,3865	\$ 81,794 39,3240	\$ 83,740 40,2596	\$ 85,689 41,1966	\$ 87,636 42,1327	\$ 89,583 43,0688
Nature Center Coordinator <i>80-hour position</i>	\$ 67,279 32,3457	\$ 69,097 33,2197	\$ 70,917 34,0947	\$ 72,739 34,9707	\$ 74,556 35,8442	\$ 76,376 36,7192	\$ 78,196 37,5942
PRM Supervisor <i>80-hour position</i>	\$ 77,011 37,0245	\$ 78,934 37,9490	\$ 80,857 38,8736	\$ 82,782 39,7990	\$ 84,707 40,7245	\$ 86,630 41,6490	\$ 88,554 42,5740
Senior Citizen Coordinator <i>80-hour position</i>	\$ 67,279 32,3457	\$ 69,097 33,2197	\$ 70,917 34,0947	\$ 72,739 34,9707	\$ 74,556 35,8442	\$ 76,376 36,7192	\$ 78,196 37,5942
Sport Coordinator <i>80-hour position</i>	\$ 65,320 31,4038	\$ 66,952 32,1885	\$ 68,586 32,9740	\$ 70,219 33,7591	\$ 71,851 34,5438	\$ 73,484 35,3288	\$ 75,116 36,1135