



AGREEMENT

By and Between

THE CHARTER TOWNSHIP OF MERIDIAN

and the

DEPARTMENT OF PUBLIC WORKS AND DEPARTMENT OF PARKS AND RECREATION

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF

MICHIGAN (TPOAM)

Effective Date: January 1, 2023

Termination Date: December 31, 2027

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Table of Contents

AGREEMENT	4
Article 1. PURPOSE AND INTENT	4
Article 2. RECOGNITION, EMPLOYEES COVERED	4
Article 3. MANAGEMENT RIGHTS.....	5
Article 4. UNION SECURITY	5
Article 5. UNION REPRESENTATION.....	6
Article 6. SPECIAL CONFERENCES	7
Article 7. GRIEVANCE PROCEDURE.....	7
Article 8. COMPUTATION OF BACK WAGES	9
Article 9. DISCHARGE AND SUSPENSION.....	9
Article 10. SENIORITY, PROBATIONARY EMPLOYEES	9
Article 11. SENIORITY LISTS	10
Article 12. LOSS OF SENIORITY	11
Article 13. LAYOFF PROCEDURE.....	11
Article 14. RECALL PROCEDURE	11
Article 15. BULLETIN BOARDS	11
Article 16. TEMPORARY ASSIGNMENTS	11
Article 17. JOB POSTING AND BIDDING PROCEDURES	12
Article 18. LEAVES OF ABSENCE	13
Article 19. EQUALIZATION OF OVERTIME	13
Article 20. WORK HOURS	14
Article 21. HEALTH INSURANCE	15
Article 22. LIFE INSURANCE.....	16
Article 23. ACCIDENTAL DEATH AND DISMEMBERMENT	16
Article 24. LONG-TERM DISABILITY	16
Article 25. WORKERS' COMPENSATION.....	17
Article 26. SICK LEAVE	17

Article 27. PERSONAL LEAVE	18
Article 28. BEREAVEMENT	19
Article 29. HOLIDAY PROVISIONS.....	19
Article 30. VACATION LEAVE	19
Article 31. JURY DUTY.....	20
Article 32. LONGEVITY	20
Article 33. COMPUTATION OF BENEFITS	21
Article 34. STANDBY CALL DUTY.....	21
Article 35. PENSION PLAN	23
Article 36. SAFETY COMMITTEE.....	23
Article 37. NOTICE OF RESIGNATION AND RETIREMENT	23
Article 38. TEMPORARY EMPLOYEES.....	23
Article 39. SAVE HARMLESS CLAUSE.....	24
Article 40. INTERRUPTION OF WORK	24
Article 41. CLASSIFICATIONS.....	24
Article 42. SUCCESSOR MUNICIPALITY	25
Article 43. WORK RULES	25
Article 44. TOTAL AGREEMENT	25
Article 45. UNIFORMS.....	25
Article 46. TERMINATION AND MODIFICATION.....	26
Article 47. WAGE SCHEDULE	26
Article 48. LICENSES AND CERTIFICATIONS	28

Meridian Township/TPOAM DPW Employees (2023-2027)

AGREEMENT

This Agreement entered into on this 1st day of January 2023, between the Charter Township of Meridian (hereinafter referred to as the "Employer") and the Charter Township of Meridian Department of Public Works and Engineering, Public Works and Physical Plant Employees, affiliated with Technical, Professional and Officeworkers Association of Michigan (TPOAM).

The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

Article 1. PURPOSE AND INTENT

The general purpose of this Agreement is to fix basic wages, hours, working conditions, and a method of adjusting disputes and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between themselves and the employees.

The parties acknowledge the existence of the Local Financial Stability and Choice Act, PA 436 of 2012, as amended ("the Act"), to the extent it remains in effect during the term of the Agreement. The parties understand that an appointed emergency financial manager may reject, modify, or terminate any terms of the agreement as provided by the Act. Such acknowledgement does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenges (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended; or (3) any action of an Emergency Manager which acts to reject, modify, or terminate the collective bargaining agreement. This section shall immediately become null and void if the Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals, or federal court.

Article 2. RECOGNITION, EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all employees of the Employer included in the bargaining unit described below:

Unit: All maintenance employees of the Public Works Department, and Parks and Recreation Department, EXCLUDING office clerical employees, casual and temporary employees, professional employees, supervisors, non-supervisory employees and executive employees.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 3. MANAGEMENT RIGHTS

The Union recognizes that the management of the Township, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the Employer. The Union further recognizes that these rights include, but are not limited to the right of the Employer to direct its work force, to make all decisions as to the operation of the Township system and its work force, including but not limited to the increase and/or decrease in the work force, discipline and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement, and the failure to assert any of these rights shall not be deemed to be a waiver thereof.

It is recognized by the parties that Article 3 reserves and grants to the Township specific rights and prerogatives and is not merely a general reservation of rights. The rights granted to the Township are substantive and intended to be fully enforced by the parties. They are not a mere recital.

Article 4. UNION SECURITY

The Township agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, subject to the provisions of PA 349 of 2012, the Union's dues subject to all of the following sub sections:

1. All employees (current or newly hired) may or may not sign a deduction form to join the Union.
2. The Union shall obtain from each of its members a completed deduction form which shall conform to the respective state and federal laws concerning that subject or any interpretations of those laws. The Union will provide the deduction form to newly hired employees within thirty (30) calendar days of their hire date. In order to facilitate this, the Employer will give notice to the Union of all newly hired employees within ten (10) calendar days of their hire date.
3. Deduction forms shall be filed with the Human Resources Director who may return any incomplete or incorrectly completed form to the Union President, and no checkoff shall be made until such deficiency is corrected.
4. The Township shall check off only obligations which come due at the time of check off, will make check off only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee that has duplicated a check off deduction by direct payment to the Union.
5. The Township's remittance will be deemed correct if the Union does not give written notice to the Human Resources Director within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
6. The written authorization for Union dues or service fees shall remain in full force and effect during the contract and any successor contract, unless the employee furnishes written notice revoking the authorization.

Meridian Township/TPOAM DPW Employees (2023-2027)

7. The Employer agrees to deduct from the wages of any employee who is a member of the Union a deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
8. The Union shall provide at least thirty (30) days' written notice to the Human Resources Director of the amount of Union dues and/or service fee to be deducted from the wages of Township employees. Any change in the amounts determined will also be provided to Human Resources/Payroll at least thirty (30) calendar days prior to its implementation.
9. The Union agrees to defend, indemnify, and save the Township harmless against 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 fee or in reliance on 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.
10. Remittance of dues will be made by the Township to Technical, Professional and Officeworkers Association of Michigan (TPOAM) with original list of contributors and their addresses to be revised on an exception basis.
11. The parties mutually agree to meet and confer if PA 349 of 2012 is found to be invalid, is repealed or superseded in any way in which it becomes legal to establish Union membership or fee payment as a condition of employment.

Article 5. UNION REPRESENTATION

- A. Stewards, Alternate Stewards and Union President. The employees covered by this Agreement will be represented by two (2) stewards as determined by the Union.
 1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
 2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours, provided that the steward notifies his immediate supervisor prior to leaving the job site and upon return.
 3. The Union President shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure. The Union President shall notify their Supervisor before and after leaving the job on Union business.
 4. No more than one Steward and one Union representative may investigate or present grievances at a time during work hours.

Meridian Township/TPOAM DPW Employees (2023-2027)

B. Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.
2. The employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. The employee shall return to their workstation after negotiations have terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.

Article 6. SPECIAL CONFERENCES

- A. The Employer and the Union may meet twice per year and confer on matters of mutual concern upon written request of either party. The parties may mutually agree to meet more than twice per year. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is understood that these special meetings shall not require either party to conduct continuing bargaining negotiations nor to in any way modify, add to, or subtract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by at least two (2) persons; however, employees shall be paid while attending a special conference, but only if held during normal work hours. Said meetings may be attended by representatives of the TPOAM and/or local representatives of the Union.

- B. The Union's representative may meet on the Employer's property for one-half (1/2) hour prior to the special conference providing he has properly notified the Township of his presence.

Article 7. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them due to an alleged violation of the terms of this Agreement. For the purpose of this Agreement, a grievance is a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, the personnel policies of the Township that are in conflict with this agreement, or the written work rules of the Department that are in conflict with this Agreement. Any grievance filed in writing shall be signed by the grievant and a Union steward and set forth the facts pertaining to the alleged violation and the remedy desired. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, they will be required to do so.

Employees may consult with the Steward prior to the filing of a grievance and may have representation at any step in the grievance procedure. At each step of the grievance procedure, the Union Steward and the recipient on the Township's behalf shall exchange signed and dated copies of the grievance.

Meridian Township/TPOAM DPW Employees (2023-2027)

Step 1:

Grievances must be presented to the appropriate Superintendent within seven (7) calendar days after the date of their occurrence, or seven (7) calendar days after the grievance has become known, or should reasonably have been known by the employee. After receipt of the written grievance by the respective Superintendent, he/she shall attempt to resolve the issue by responding to the employee and steward within seven (7) calendar days.

Step 2:

If the grievance has not been settled, it shall be presented in writing to the Department Director within seven (7) calendar days after the immediate supervisor's response is due. The Department Director may hear the grievance and shall respond in writing within seven (7) calendar days.

Step 3:

If the grievance still remains unsettled, it shall be presented, in writing, to the Township Manager or Human Resources Director within ten (10) calendar days after the response of the Department Director is due. The Township Manager and Union President shall schedule a meeting within fourteen (14) calendar days to discuss the Union's appeal. The Township Manager shall respond within seven (7) calendar days after the meeting with the Union President.

Step 4:

If the Union is not satisfied with the disposition of the grievance by the Township Manager, the grievance may be submitted to an impartial arbitrator within thirty (30) calendar days of receipt of the decision of the Township Manager. The Union must provide written notice of an intent to arbitrate to the Township.

Upon receipt of notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) calendar days of receipt of notice of intent to arbitrate, the Union may request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Union shall pay any fees related to such request.

Upon mutual agreement of the parties, an arbitrator may hear more than one case at a time.

The parties may mutually agree in writing to use the process and procedure of the American Arbitration Association in lieu of the procedure set forth above.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement or the written personnel policies of the Board. The jurisdiction of the arbitrator shall be limited to the claimed violation, misinterpretation, or misapplication of the terms of the Agreement, provided, however, that in the event of discipline cases, the jurisdiction of the arbitrator shall be limited solely to the power to determine whether the discipline was for just cause. In the event of discharge cases, the jurisdiction of the arbitrator shall be limited to the question of just cause and the propriety of discharge as a remedy. If the arbitrator determines absence of just cause in a discipline case, he may order reinstatement with back pay or payment to the employee of any contract benefits lost as a result of disciplinary action.

Meridian Township/TPOAM DPW Employees (2023-2027)

The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceeding shall be borne equally by the parties. The fees of counsel, witnesses, or other parties shall be borne by the party incurring the same.

The decision of the arbitrator shall be final and binding upon both parties.

Article 8. COMPUTATION OF BACK WAGES

No claim for back wages nor any award of an arbitrator under Article 7 shall exceed the amount of regular, straight time wages the employee would otherwise have normally earned.

Article 9. DISCHARGE AND SUSPENSION

- A. The Employer shall not discharge or suspend any employee without just cause. The Employer may, in its reasonable discretion, place an employee on paid administrative leave during an investigation.
- B. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of a non-probationary employee, to notify, in writing, the employee and their Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. A delay in giving notice shall not affect the validity of the Employer's actions if grieved.

The discharged or suspended employee will be allowed to discuss his discharge or suspension with their Steward before they are required to leave the property of the Employer, unless the nature of the discharge warrants immediate removal from the workplace. Upon request, the Employer or their designated representative will discuss the discharge or suspension with the employee and the Steward.

- C. Appeal of Discharge or Suspension. Should the discharged or suspended employee or the Union consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure.
- D. Use of Past Record. Discipline that is over thirty-six (36) months old shall not be used in imposing subsequent discipline, however, such discipline may be referenced in a grievance proceeding if an employee asserts that they were not aware of a rule or requirement of the Employer or if the employee had previously been disciplined for violation of the same or similar work rule or performance expectation.

Article 10. SENIORITY, PROBATIONARY EMPLOYEES

- A. New employees hiring into the unit shall be probationary employees for the first one hundred twenty (120) work days, or six (6) months, whichever is the longer time period. The employee must work a minimum of one hundred twenty (120) days as a probationary employee. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from their date of hire. There shall be no seniority among probationary employees. The probationary employee is an employee at will and may be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of their last date of hire; provided, however, that if an employee is absent from work

Meridian Township/TPOAM DPW Employees (2023-2027)

due to a layoff or leave of absence of any kind including sick leave, their probationary period shall be extended by a period equal to the duration of such absence.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.
- D. Employees promoted to the position of Lead Worker:
 - 1. Except as otherwise provided in this section, employees promoted to the position of Lead Worker shall serve at least one (1) year promotion probationary period, with wage rates as specified in Article 48, Wage Schedule.
 - 2. Employees promoted to Water Lead Worker and Sewer Lead Worker before January 1, 2023 working to achieving the S-2 certification will not advance to tenured on the wage scale until obtaining the S-2 certification.
 - 3. Employees promoted to Water Lead Worker and Sewer Lead Worker on or after January 1, 2023, shall serve a probationary period until the later of one (1) year or until obtaining an S-2 certification from the State of Michigan. Probationary Water and Sewer Lead Workers shall take a minimum of two exams per year and shall have 36 months to obtain their S-2 certification from the State of Michigan. Probationary Water and Sewer Lead Workers who fail the S-2 licensing exam but obtain a score equal to or greater than ninety percent (90%) of the required minimum passing score, will be afforded one final opportunity to sit for the S-2 licensing exam at the next available exam date, even if the exam date is more than 36 months after their probationary period began.

Failure to successfully obtain a state of Michigan S-2 certification on the timeline outlined in this section will result in the employee being returned to their previous job classification or, if not previously employed by the Township, terminated

- 4. A performance evaluation will be completed during the probationary period.
- 5. Failure to successfully complete the promotion probationary period, as determined by either the Public Works and Engineering Director or the Parks and Recreation Director, will result in the employees being returned to their previous job classification or, if not previously employed by the Township, terminated.

Article 11. SENIORITY LISTS

The Township will maintain seniority lists showing date of hire, name and position of all employees entitled to seniority, and supply the Union President with an up-to-date copy. The Union shall notify the Employer of any errors within thirty (30) calendar days of receiving of the list, or the list shall be deemed conclusive and not subject to change.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 12. LOSS OF SENIORITY

- A. An employee shall lose seniority upon:
 - 1. Voluntary or involuntary termination of employment, unless the involuntary termination of employment is reversed through the grievance procedure.
 - 2. Three consecutive absences without notice or proper use of leave time.
 - 3. Failure to return from leave of absence.
 - 4. Failure to return from layoff.
 - 5. Layoff for a continuous period equal to the shorter of the length of employment or 2 calendar years.
- B. Exceptions to the above may only be made in the Employer's sole discretion. The Employer will provide notice to the Union of any exceptions.

Article 13. LAYOFF PROCEDURE

- A. If the workforce is to be reduced, employees will be laid off in the inverse order of their seniority, (i.e., employees without seniority will be laid off first, then those with the least amount of seniority, and lastly those with the greatest amount of seniority), subject to the abilities of the particular employees to perform the work.
- B. Employees to be laid off will be given seven (7) calendar days' notice of layoff.
- C. The Employer shall not layoff a bargaining unit employee and then hire an additional supervisor.

Article 14. RECALL PROCEDURE

- A. Recall procedure will be according to seniority, subject to the ability of the particular employee to perform the work.
- B. When the bargaining unit working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first, subject to his ability to perform the work.
- C. Notice of Recall shall be sent to the employee at the last known address on file in the employee's personnel file by certified or registered mail. If an employee fails to report for work within seven (7) calendar days from the date of mailing of Notice of Recall, he/she shall be considered a voluntary quit. Exceptions may be made in the Employer's sole discretion.

Article 15. BULLETIN BOARDS

The Township agrees to provide a bulletin board for use of the Union to post notices at the Service Center. Such facilities must not be used for posting material of a derogatory, improper, or unlawful nature and shall be confined to legitimate Union business. A copy of all material to be posted on the bulletin board must be forwarded to the Human Resources Director prior to posting.

Article 16. TEMPORARY ASSIGNMENTS

- A. Employees required to work in a higher classification within the bargaining unit shall be paid the

Meridian Township/TPOAM DPW Employees (2023-2027)

rate of the higher classification which results in some increase after working in the higher classification for any hours worked. Temporary assignments shall be at the sole discretion of the Employer.

- B. Employees temporarily assigned to positions outside the bargaining unit will be paid at his present rate, plus one-half (1/2) the difference between the rate and the current rate of the position filled, for all hours worked. The decision to make temporary assignments for any length of time will be at the sole discretion of the Employer, who shall make such assignments based on qualifications. When a tie in qualifications for a position to be temporarily filled exists, seniority prevail.

Article 17. JOB POSTING AND BIDDING PROCEDURES

- A. Posting. All vacancies or newly created positions to be filled within the bargaining unit will be posted as described in this article. Job specifications and minimum requirements for vacancies or newly created positions will be posted in a conspicuous place on a bulletin board in the Service Center. A copy of the posting will be provided to the Union President.
- B. Bidding Procedures.
 - 1. Interested employees must apply in writing within the posting period.
 - 2. Non-Utility Worker Position will be posted internally for a period of 7 calendar days and may be posted externally for a length of time to be determined by the Employer.
 - 3. *Utility Worker Round Robin.* The purpose of the Round Robin session is to determine the area of final vacancy.
 - a. Notice of Round Robin session will be posted internally for 7 calendar days.
 - b. Employees may bid on the "home base" using seniority until the final vacancy is determined. In the case of known absences, employees may express their bidding intentions to the Human Resources Director in advance. A bid must include the employee's desire to remain on the job and ability to perform, the total job. Lead workers are eligible to participate in the Round Robin.
 - c. The determined area of final vacancy will then be posted internally for 7 calendar days and may be posted externally for a length of time to be determined by the Employer.
 - 4. At the end of the posting period, the Employer will provide the Union President with a copy of the list of names of those employees who applied for the job.
 - 5. Vacancies or newly created positions will be filled on the basis of qualifications and abilities, except as herein provided. If qualifications and abilities of Lead Worker applicants are equal, total bargaining unit seniority shall be the deciding factor in awarding the promotion.
 - 6. The Employer will notify the Union President as to who was awarded the position and provide notice of denial to employees not selected.
- C. Trial Period. Employees filling vacant or new positions shall serve a trial period of three (3) months or, in the case of Lead Workers, up to one (1) year at the discretion of the Department. The employee shall receive compensation for the position at the step that results in a pay increase during the trial period. In the Employer's sole discretion, during the trial period, the employee may revert back to their former classification at their own initiative, or be required

Meridian Township/TPOAM DPW Employees (2023-2027)

to do so by the Employer. Employees returned to the former classification are ineligible for promotion for at least nine (9) months after the date of return to the former position.

Article 18. LEAVES OF ABSENCE

- A. On written request to and approval of the Department Director, an employee may be granted an unpaid leave of absence for periods not to exceed one (1) year without loss of seniority.

Leaves of absence related to illness or other medical circumstances must be certified by a physician. Any leave may be extended for like cause.

- B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the same or comparable position they held at the time the leave of absence was granted.
- C. One (1) member of the Union selected to attend a function of the Union shall be allowed time off, without pay, to attend.
- D. Leave of absence shall be limited to one (1) per calendar year (January through December), for any reason. If there is not reasonable prospect of an employee returning from any leave of absence, he/she will be terminated.
- E. Also see Article 26(G) Family and Medical Leave.

Article 19. EQUALIZATION OF OVERTIME

- A. Planned overtime hours shall be divided equally as possible among employees within each classification in their section. An up-to-date list showing overtime hours will be posted in a prominent place on each bulletin board.
- B. Whenever planned overtime is required, the person who has the ability to do the work and with the least number of overtime hours in that classification in their section will be called first and so on down the list in an attempt to equalize the overtime hours.
- C. For purposes of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employees working during that call-out period.
- D. Overtime hours will be computed from January 1st through December 31st of each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.
- E. If an error is made by the Employer in applying the provisions of this Article, the error will be corrected by awarding an employee the next available overtime offered.
- F. Unforeseen overtime will be needed from time to time. Should it be necessary, work will be assigned by the following procedure:
 - 1.) Job continuation;
 - 2.) Within the section affected;

Meridian Township/TPOAM DPW Employees (2023-2027)

- 3.) Outside of the section by assigning the least senior employee(s) who are qualified to do the work.

The employee(s) shall work such reasonable overtime hours, as determined by the Township. The Department Director or his/her designee shall have the discretion to approve an excused absence from the assigned overtime hours. Such approval shall not be unreasonably withheld. Overtime work is voluntary under normal conditions.

- G. The Township will provide notice of unfilled overtime opportunities via email, workplace posting, or any other reasonable means of communication. If the opportunity is not filled seventy-two (72) hours before the start of the opportunity, the Township may assign qualified temporary employees to fill the overtime. If no qualified temporary employees are available, the Township shall assign bargaining unit employees to fill the overtime in reverse order of seniority.

H. Snow Removal Overtime

1. All interested DPW employees who have the ability to do the work will be given an opportunity to sign up for the snow removal call list.
2. The list of those interested will be arranged by seniority and the most senior employee will be given the first opportunity to come in for snow OT, then the next senior, and so on. No one will be called in a second time until all those interested have been given a chance to come in. Any call to an employee for snow OT shall only be to the telephone number on file with the DPW Superintendent. If no answer is received, the next senior employee will be called.
3. The rotation through the list shall be by "event" not by number of hours. On each event (defined as a management decision to offer snow removal work as OT), the employees on the snow removal list will be called until sufficient employees have agreed to report. When the next event occurs, call in will start with the next employee who was not called for the previous event, without regard to the hours worked previously or anticipated.
4. The snow removal OT list will be kept separately and will not count towards regular OT as is handled under Article 19.
5. The snow OT rotation list, with current hours, will be posted in a conspicuous location.
6. Errors in call in shall be adjusted by correcting the list for the next call in. No back pay shall be awarded for any error in call in.

Article 20. WORK HOURS

A. Work Hours.

1. Lead Utility Workers are 7:30am - 3:30pm (three 15 minute paid breaks retained)
2. Utility Workers, Lead Mechanic, and Mechanic are 8:00am - 4:00pm (three 15 minute paid breaks retained)

Meridian Township/TPOAM DPW Employees (2023-2027)

3. If the Township elects to open any Utility Workers, Lead Mechanic, or Mechanic positions to the 7:30am - 3:30pm schedule for operational purposes, employees will be offered the opportunity based on classification and seniority.
- B. Overtime - Time and one-half will be paid as follows:
 1. For all hours worked over forty (40) in one week. Hours worked includes paid leave time.
 2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
 - C. If the Employer should change the work/week work day to, by way of illustration but not limitation, four (4), ten (10) hour days, paragraph B (1) above will apply.
 - D. For purposes of computation of overtime, the work week shall be Saturday through the following Friday.
 - E. Employees may not accumulate more than forty (40) hours of time off in lieu of pay (compensatory time) for overtime work at any point in time.
 - F. Compensatory time off shall be approved in advance by the Department Director or his/her representative. Except for emergencies, compensatory time off shall be scheduled at least forty-eight (48) hours in advance.

Article 21. HEALTH INSURANCE

- A. The Employer shall provide each employee and eligible dependents with health insurance coverage selected through the Healthcare Coalition. The Union agrees to participate in a Healthcare Coalition involving an authorized representative from TPOAM and other Township employee groups to discuss and evaluate insurance options. The unit is subject to Public Act 152 of 2011 which shall limit the Employer contribution for all medical insurance expenses as described in PA 152.
- B. Subject to the selection of coverages by the Healthcare Coalition, the terms of any such coverage and the provisions of PA 152, the Employer shall deposit, if any, an annual Health Savings Account (HSA) contribution into each employee's Health Savings Account (HSA) in one installment that will be made in January, and will cover January through December.
- C. The Township reserves the right to substitute another carrier or plan of this coverage; the fundamental provision of the present coverage will not be changed.
- D. An employee who has dual medical insurance coverage may, at their option, elect to refuse medical insurance coverage provided by the Township. Such election shall be in writing. The Township shall pay any employee entitled to and refusing medical insurance coverage an amount equal to the current single monthly premium rate for each month not to exceed \$375 per month in which medical insurance coverage is not provided.
- E. Employer agrees to provide dental insurance, subject to the applicable eligibility requirements of the policy.

Meridian Township/TPOAM DPW Employees (2023-2027)

- F. Employer agrees to provide vision insurance, subject to the applicable eligibility requirements of the policy.
- G. Employees whose spouse is also employed by the Township may only be covered under one contract and are not eligible to receive health insurance opt out payment.
- H. Retiree Health Insurance.
 - 1. Employees hired prior to 1981 who have at least twenty years of service and who have reached the age of 55, the Township will pay one-half of the two-person rate (Not to exceed \$4,000.00 annually) or one-half the single subscriber rate (Not to exceed \$2,000.00 annually, whichever is appropriate. Health insurance program same as active employees. Surviving spouse can receive one-half single subscriber paid premium not to exceed \$2,000.00 annually. If surviving spouse remarries, health insurance is discontinued. An Employee who leaves the employment of the Township and has twenty years of service may not have this benefit extended to them until they have reached the age of 55.
 - 2. For all other employees hired after May 1981, the employer agrees to institute the Mission Square VantageCare Program. The Township agrees to contribute 2% of the employee's base pay to be matched by employee's 1% pre-tax contribution. Unused sick leave must be contributed, as specified in Article 26 Sick Leave, Section E, as an employee match, upon separation or retirement.

Article 22. LIFE INSURANCE

The Township shall provide each employee with term group life insurance coverage. Employees shall be insured in an amount equal to the employee's salary to the next multiple of \$1,000, but not less than \$10,000. The entire cost of this insurance shall be borne by the Township. The coverage provided shall be subject to the terms of the policy, which shall control in all respects, including but not limited to reduction of benefit due to age and expiration of benefit upon retirement.

Article 23. ACCIDENTAL DEATH AND DISMEMBERMENT

The Township shall provide each employee with insurance coverage against accidental death or dismemberment, wherever or however it occurs, which shall be in addition to benefits provided by workers' compensation and other insurance programs listed herein. The coverage afforded shall be in an amount equal to the employee's salary to the next multiple of \$1,000 but not less than \$10,000. The coverage provided shall be subject to the terms of the policy, which shall control in all respects.

Article 24. LONG-TERM DISABILITY

Employees will be eligible for long-term disability coverage pursuant to the Township's policy, subject to the terms of that coverage.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 25. WORKERS' COMPENSATION

- A. An employee who received compensation under the Workers' Compensation Insurance, as provided by the Township, may receive at the employee's option only that portion of their regular salary which will, together with such compensation equal their regular take home salary. In cases of this nature, an amount equal to the difference paid by the Township between an employee's workers' compensation and their regular take home salary shall be deducted from the employee's accumulated sick leave. Under no circumstances will the combination of workers' compensation and Township payment as spelled out above exceed the employee's normal base pay. When the amount of the employee's accumulated sick leave has been depleted, the Township will no longer pay the difference between the employee's salary and workers' compensation. The employee is responsible to use sick leave until workers' compensation begins. The employee's sick leave used during this period, if any, will be reinstated when workers' compensation begins. An employee will continue to accrue and receive benefits for the first thirty (30) days while on workers' compensation. When this period has elapsed, they shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section. Medical insurance will continue for the first 180 days of leave. This does not include payment in lieu of medical insurance. However, if the employee received the 'opt out' payment at the time leave commences and loses insurance coverage through a spouse during leave, they may enroll into the Township's insurance plan and coverage will be maintained by the employer through the first 180 days of leave. The employee must make arrangements to continue paying their health insurance premium cost-sharing amounts.
- B. Simultaneous payment with workers' compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within 24 hours any injury sustained by them, it shall be presumed such injury resulted from their own negligence. All cases where negligence on the part of the employee is determined or presumed by the Department Director or Township Manager, may be appealed to the third step of the grievance procedure.

Article 26. SICK LEAVE

- A. Sick leave is defined as absence from duty because of illness, injury, or quarantine resulting from exposure to contagious disease, provided that said injury or illness is not covered entirely by the Michigan Workers' Compensation Act. Employees may use sick leave in accordance with the eligibility criteria of Sections 4 (1) (a-d) of the Michigan Paid Medical Leave Act (Public Act 338 of 2018, as amended). In addition to the above, notwithstanding whether the family member that normally resides in the employee's household, sick leave shall be approved by the Department Director for employees to attend to the needs of and/or visit family members who are gravely ill. For the purpose of this section, "family members" shall include father, mother, sister, brother, grandfather, grandmother, grandchild, and children.
- B. To be eligible for sick leave, the employee must properly notify their immediate supervisor or Department Director that they will not report for work prior to the beginning of their shift. All notice should be given as soon as possible to allow the departments involved enough time to make the necessary adjustments.

Meridian Township/TPOAM DPW Employees (2023-2027)

- C. The Township may require such substantiation of sick leave as they deem necessary, including a certificate of a physician duly licensed to practice medicine in the State of Michigan or, in a case involving prolonged or repeated absence, an examination by a physician duly appointed by the Township to perform such examination. If such examination is required, the Township will pay the cost.
- D. Sick leave benefits will be earned at a rate of one (1) day per each calendar month worked and can be accumulated up to a total of 880 hours. Each new employee shall be credited with an advance of 80 hours for sick leave purposes when accepting a position with the Township on a full-time basis (permanent). After they have actually earned 80 hours, they will be credited with 8 hours on the first day of each calendar month.
- E. For those employees hired since May 1981, $\frac{1}{4}$ of the employee's accumulated sick leave will be contributed to their Mission Square Vantage Care account provided proper notice is given to the Township under Article 37. If a retiring employee satisfies the retirement notice requirements of Article 37, $\frac{1}{2}$ of his/her accumulated sick leave will be contributed to the employee's Mission Square Vantage Care account. The employee must give proper notice of separation under Article 37 to receive normal separation benefits, and, must not abuse sick leave during the final two (2) weeks of their employment. Employees who are discharged, are not eligible for the benefits under this section.
- F. An employee who is absent from work due to personal illness the day before or the day after a regular holiday recognized by this Agreement or scheduled vacation may, be required, to present a doctor's verification of illness before they will be permitted to return to work.
- G. The parties agree that FMLA leave entitlement will be governed by the FMLA, as amended, and the Township's personnel policies.

Article 27. PERSONAL LEAVE

- A. Each employee shall be granted a total of 24 hours of personal leave each year with full pay. New hires shall receive pro-rated personal leave at a rate of 2 hours per month on the first month following the date of hire. Personal leave shall not be converted to sick leave or vacation. Personal leave may not be used in conjunction with regularly established vacation periods, unused personal leave shall be forfeited at the end of the calendar year and will not be prorated as a payout on separation of employment.
- B. The personal leave days are made available to provide for pressing personal business which cannot be conveniently scheduled on the employee's off time.
- C. All such leave days shall be approved in advance by the Department Director or their representative. Except for emergencies, personal leave days shall be scheduled at least forty-eight (48) hours in advance.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 28. BEREAVEMENT

- A. In the event of a death in the immediate family, the employee may take bereavement leave of up to three (3) days to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral. Proof of death is required within two (2) weeks to receive paid leave. Leave in excess of three (3) days requires the approval of the Department Director and will be unpaid, unless the employee uses available personal or vacation leave. Any extenuating circumstances for leave other than defined above must be approved in advance by the Department Director. Immediate family is interpreted as including: spouse, child, stepchild, father, mother, sister, brother, step-siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, brother-in-law, sister-in-law, grandmother-in-law, and grandfather-in-law.
- B. One (1) day of bereavement leave, for the day of the funeral only, is allowed in the case of death of an aunt, uncle, nephew, and niece.

Article 29. HOLIDAY PROVISIONS

- A. The following are designated as paid holidays, to be paid at a rate of eight (8) hours straight time:

New Year's Eve	Labor Day
New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	

- B. If a holiday falls on Saturday, employees shall receive the Friday before off. If a holiday falls on Sunday, employees shall receive the Monday following off.
- C. Employees shall receive four (4) hours of holiday pay for Good Friday.
- D. To qualify for Holiday pay, the employee must report for work on his/her regularly scheduled work days immediately preceding and immediately after his/her scheduled holiday, unless he/she is on vacation or is otherwise excused by his/her supervisor, with this exception: that Holiday pay will not apply to the employee who is on an extended leave of absence of one (1) week or more in which the Holiday falls.
- E. Employees whose last day of employment precedes a Holiday in the payroll period will not receive pay for Holidays occurring after the last day worked.

Article 30. VACATION LEAVE

- A. Each full-time employee shall accumulate vacation up to a maximum of two hundred (200) hours. Vacation accumulated beyond this 200 hour maximum will be forfeited if not used within 30 days of

Meridian Township/TPOAM DPW Employees (2023-2027)

exceeding 200 hours. Vacation shall be earned according to the following schedule of continuous and completed years of service:

1 through 4 years	-	96 hours
5 through 9 years	-	120 hours
10 years plus	-	168 hours

- B. Employees cannot use vacation time until they have completed six (6) months of continuous employment.
- C. To the extent possible, individual preferences for vacation leave will be honored. All other factors being equal, seniority shall be the determining factor for vacation leave preference. Employees may request vacation dates between January 1 and April 30, each year. These requests shall be honored on a seniority basis. Vacation dates requested beginning May 1st shall be considered on a first come, first served basis without regard to seniority. Vacation leave shall be subject to the approval of the Department Director and will, insofar as possible, be requested at least two weeks in advance of the requested date. The Department Director has the right, but not the obligation, to give employees time with less than two (2) weeks' notice.
- D. In the event of death, retirement, voluntary quitting, or discharge, the Township will reimburse each person for their earned but unused vacation leave days.

Article 31. JURY DUTY

Full-time non-probationary employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. To be eligible for the above, the employee shall: (a) submit evidence of attendance at jury duty; (b) give the Employer adequate advance notice of the date and time they are to report for jury duty; (c) return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one and one-half hours remaining of scheduled work. Probationary employees shall be entitled to non-pay days off for jury duty.

Article 32. LONGEVITY

- A. The Township shall pay longevity according to the following schedule of continuous and completed years of service:

5 through 9 years	-	\$320
10 through 13 years	-	\$640
14 through 17 years	-	\$960
18 years and over	-	\$1,280

- B. Longevity payment shall be earned as of the employee's anniversary date and shall be paid in a lump sum at the first regular pay period following the employee's anniversary date. For purposes of computation, years of service shall be measured from the last date of continuous employment with the Township.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 33. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Article 34. STANDBY CALL DUTY

- A. When a qualified employee is on standby call duty, they will receive three hundred dollars (\$300) compensation per week for this responsibility. In addition, when such qualified employee is required to perform any work by the Township when on standby duty, they will be compensated for each hour worked. An additional payment of \$100.00 will be made for on-call duty only during the pay weeks in which the following holidays fall: Memorial Day, July 4, Labor Day, Thanksgiving Day and December 25.
- B. A two (2) hour minimum shall be paid to the employee when actually called out at one and one-half (1½) the employee's straight time rate. The minimum guaranteed hours shall not apply for call outs contiguous to the beginning and end of an employee's normal shift. In such instances, an employee shall receive one and one-half (1 ½) times the regular hourly rate for the exact number of hours or portion thereof worked after the end of their normal shift. In this instance where an employee is called out following the shift, the two hour minimum shift shall apply if there is 1.) a break (time wise) after the regular shift and 2.) an employee is no longer on Township property. There shall be no duplicating or pyramiding of overtime for the same hours worked, and employees shall not be paid twice for the same hours recorded as working hours. The Township has the right to assign employees and the assignments shall be made by ability.
- C. Qualified employees will be determined by the Department of Public Works Superintendent and Director of Public Works. In their absence, the Parks and Recreation Director shall make the determination.
- D. Employees wishing to be qualified shall indicate this desire to the Department of Public Works Superintendent and provision shall be made to make them qualified employees.
- E. Standby Call Duty Procedure.
 - 1. *Bi-Annual On-Call Schedule.* Standby call duty will be scheduled bi-annually January 1 through June 30 and July 1 through December 31.
 - 2. *Voluntary Selection Process.* Employees select standby call duty shift each round by seniority, beginning with the most senior employee. The Union may open the on-call voluntary sign up for two or more rounds. If five rounds are held, members could sign up for up to five on-call shifts. Sign-up must be completed, meaning all weeks are filled, no later than December 15 for the schedule beginning January 1 and no later than June 15 for the schedule beginning July 1. Employees can volunteer for as many on-call weeks, including holiday on-call weeks, as the voluntary sign-up process allows.
 - 3. *Trading Standby Call Duty.* Employees may trade shifts freely using the form approved by the Department of Public Works or the Superintendent of Public Works. Completed forms, signed by both employees participating in the trade, must be submitted to the Superintendent of Public

Meridian Township/TPOAM DPW Employees (2023-2027)

Works. If employees trade a shift, and the employee who assumed responsibility for the shift cannot serve for any reason, the shift will be filled by voluntary sign-up. If no employee voluntarily signs up within one week, the shift will be filled using the forced list.

4. *Forced List*

- i. If one or more shifts go unfilled through the voluntary signup process, the Union will assign the least senior member who hasn't served standby call duty. The forced list will start over from least to most senior members once every member has served standby call duty.
- ii. The Union will post and maintain a list of members and the date standby call duty was served on the bulletin board at the Service Center. The Union will post an updated list as soon as time allows and once it has been approved by the Director of Public Works or the Superintendent of Public Works.
- iii. If every member who has not yet served standby call duty has put in for time off the week that a vacancy needs to be filled for standby call duty, or otherwise cannot serve that week, a new forced list will be created and the least senior member will be forced. However, the prior forced list will continue until each member has served, voluntarily or forced.

5. *Definition.* "Served" means that the employee served their duty for an entire on-call week, voluntarily or forced, since July 1, 2021. "Served" does not mean signed up for a shift in the future. "Served" also does not mean the employee signed up for a shift and then traded it before performing duties or was otherwise unable to perform the standby call duties for any reason.

- F. However, if no one in the unit is available for standby call duty, the Director of Public Works or Department of Public Works Superintendent shall assign anyone in the unit, according to ability to perform such duty.

Meridian Charter Township/TPOAM DPW Employees (2023-2027)

Article 35. PENSION PLAN

- A. As of January 1, 2017, the following pension benefit shall apply to current members of the bargaining unit:
 - 1. The multiplier for current participants in the MERS pension system shall be 2.25 for all future service to the Employer.
 - 2. 5% employee contribution through payroll deduction.
 - 3. Final Average Compensation for future years shall only include base wages, overtime, and no more than 240 hours of other compensation at straight time (e.g., vacation and any other compensation).
 - 4. MERS Pension Plan shall be B-3, F55/20 and V-6.
- B. As of January 1, 2017, the following pension benefit shall apply to any new hire or to any employee promoted or transferred into this bargaining unit who was originally hired by the Employer on or after January 1, 2017:
 - 1. The multiplier for new or transferred or promoted participants in the MERS pension system shall be 1.5 for all service to the Employer.
 - 2. 5% employee contribution
 - 3. Final Average Compensation shall only include base wages, overtime, and no more than 240 hours of other compensation at straight time (e.g., vacation and any other compensation).
- C. The Employer shall make an annual contribution in the amount of two hundred and fifty dollars (\$250) to each employee's Mission Square 457 account.

Article 36. SAFETY COMMITTEE

A Safety Committee, consisting of two (2) employees within the bargaining unit and Township representative(s), shall meet as the need arises during regular daytime working hours for the purpose of remedying unsafe working conditions. The Union shall authorize one employee within the bargaining unit to participate in the Township's Safety Committee.

Article 37. NOTICE OF RESIGNATION AND RETIREMENT

Employees must provide at least two (2) weeks' advance written notice of resignation or at least thirty (30) days' advance written notice of retirement to be eligible for separation benefits.

Article 38. TEMPORARY EMPLOYEES

- A. Temporary employees are those employees hired by the Township to assist and supplement bargaining unit employees for up to two hundred ten (210) calendar days. Temporary employment may be extended for up to sixty (60) additional days with the mutual consent of the Employer and the Union.
- B. If a temporary employee is retained on permanent employment, the time spent as temporary shall count towards the probationary period and the employee will be covered by the terms and provisions of this Agreement. Seniority shall date from the employee's date of hire as a temporary.
- C. It is understood that temporary employees are not to replace or displace regular employees.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 39. SAVE HARMLESS CLAUSE

Should any provision or section or portion thereof, of this contract be held by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such holding shall not be construed as affecting the validity of this contract as a whole or of any remaining portion. Upon the issuance of such a decision, the parties agree, immediately, to negotiate a substitute for the invalidated article, section or portion thereof. The Union shall indemnify and save the Township harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township for the purposes of complying with this Agreement or any particular article, section or portion thereof.

Article 40. INTERRUPTION OF WORK

- A. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the Employer. The Union may grieve on whether or not an actual violation of this section has occurred.
- B. The Employer will not lock out employees during the term of this Agreement.

Article 41. CLASSIFICATIONS

- A. The Employer shall assign employees to one of the five following sections:
 - 1. Sewer Maintenance
 - 2. Water Maintenance
 - 3. Parks and Land Preservation Maintenance
 - 4. Building, Grounds, and Cemetery Maintenance
 - 5. Motor Pool

Each employee's primary assignment will be in one of the above five sections. Current employee's primary assigned section shall be as follows in Appendix A. The Utility Worker job description is per the attached Appendix B. Notwithstanding any contrary provision, the Employer reserves the right to assign employees to any job, location, or section that the Employer believes is necessary and the employee is capable of performing. After the completion of such an assignment, the employee shall return to their "primary section." Supervisors may perform incidental bargaining unit work, but will not be used to erode the bargaining unit. Supervisors will not be entered onto an overtime list.

- B. Classifications.
 - 1. Utility Worker
 - 2. Mechanic

Meridian Township/TPOAM DPW Employees (2023-2027)

3. Lead Worker
4. Lead Mechanic

Article 42. SUCCESSOR MUNICIPALITY

- A. If the Township succeeds to another form of municipal government, or chooses to merge with one or more municipal governments for the providing of service, or contracts with another municipality to provide service, the transformation, merger, consolidation, or transfer which is made shall provide that the success government or authority shall assume all of the terms and conditions of this Agreement. Nothing herein contained, however, shall be construed to prevent the successor to the Township from reducing the work force, laying off employees, or changing job descriptions and duties of employees if economic and efficiency circumstances so dictate, as long as those actions are not inconsistent with the terms of this Agreement.
- B. The parties recognize that the Employer may want to subcontract out custodial and/or transfer station service. The Union agrees to meet in special conference with the Employer under such circumstances.

Article 43. WORK RULES

Changes in existing work rules or new work rules shall be posted for seven (7) calendar days prior to implementation. During this period, the Employer shall meet and confer with the Union, if requested in writing. The seven (7) calendar day period shall not be required in cases of emergency.

Article 44. TOTAL AGREEMENT

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they therefore further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement except as specifically provided for in this Agreement or unless mutually agreed otherwise.

Article 45. UNIFORMS

- A. The Employer shall provide a clothing allowance of seven-hundred fifty dollars (\$750) per year to be paid early as practical in January. The employee must comply with departmental work rules regarding uniforms, including but not limited to, proper outerwear, protective clothing and safety shoes.
- B. Each mechanic will be provided with six (6) sets of uniforms. The mechanics will be subject to the same standards of wearing and accountability as the other employees. The Employer will be responsible for cleaning and maintaining mechanics' uniforms and will have the option of renting or purchasing these uniforms.

Meridian Township/TPOAM DPW Employees (2023-2027)

Article 46. TERMINATION AND MODIFICATION

- A. This Agreement shall be effective as of the first day of January of 2023, and shall remain in full force and effect until December 31, 2027. This Agreement shall be automatically renewed from year-to-year upon its expiration unless either party shall notify the other in writing at least sixty (60) days prior to the expiration of this Agreement, or any extension thereof, that they desire to enter into negotiations for a successor agreement.
- B. Notice under this Article shall be in writing and shall be sufficient if sent by certified mail, addressed to TPOAM at 27056 Joy Road, Redford, MI 48239, and if to the Township, addressed Charter Township of Meridian, 5151 Marsh Road, Okemos, MI 48864, or to any such address as the Union and the Township may make available to each other.

Article 47. WAGE SCHEDULE

<i>Mechanic</i>	2023	2024	2025	2026	2027
Start	\$22.51	\$23.19	\$23.88	\$24.60	\$25.34
1 Year	\$23.67	\$24.38	\$25.11	\$25.86	\$26.64
2 Years	\$24.25	\$24.97	\$25.72	\$26.49	\$27.29
3 Years	\$24.83	\$25.58	\$26.35	\$27.14	\$27.95
4 Years	\$27.71	\$28.54	\$29.39	\$30.28	\$31.18
5 Years	\$29.09	\$30.55	\$32.07	\$33.68	\$35.36
<i>Lead Mechanic</i>	2023	2024	2025	2026	2027
Probationary	\$35.32	\$36.38	\$37.47	\$38.59	\$39.75
Tenured	\$36.68	\$37.78	\$38.91	\$40.08	\$41.28
5-Year Tenured	\$38.51	\$39.67	\$40.86	\$42.08	\$43.35
<i>Utility Worker</i>	2023	2024	2025	2026	2027
Start	\$18.48	\$19.03	\$19.61	\$20.19	\$20.80
1 Year	\$20.78	\$21.40	\$22.04	\$22.70	\$23.38
2 Years	\$21.93	\$22.59	\$23.26	\$23.96	\$24.68
3 Years	\$22.51	\$23.18	\$23.88	\$24.59	\$25.33
4 Years	\$23.08	\$23.77	\$24.49	\$25.22	\$25.98
5 Years	\$24.83	\$25.58	\$26.35	\$27.14	\$27.95
6 Years	\$26.07	\$27.38	\$28.75	\$30.19	\$31.69
<i>Lead Worker</i>	2023	2024	2025	2026	2027
Probationary	\$31.93	\$32.89	\$33.87	\$34.89	\$35.94

Meridian Township/TPOAM DPW Employees (2023-2027)

Tenured	\$33.16	\$34.15	\$35.17	\$36.23	\$37.32
5-Year Tenured	\$34.81	\$35.86	\$36.93	\$38.04	\$39.18

Intent Statement: Effective January 1, 2023, the following will be moved to the new step on the wage scale and receive the additional 5%. All others will progress through the wage scale under the ordinary process, based on years of service.

- Current Mechanics at 4 years on the wage scale
- Current Utility Workers with 5 years on the wage scale
- Current Lead Workers with 5 years consecutive tenured years

A. Shift Premium. The Township may establish assignments that consist of scheduled work hours outside of regularly scheduled shift hours, as referenced in Article 20, Monday through Friday. This “swing shift” position(s) will be first offered to the employees and will be selected on the basis of seniority. Those employee(s) selected to perform this work will be paid 5% shift premium for all hours work outside of the working hours, as referenced in Article 20, Monday through Friday. The Township may return employees to regular shift hours at any time.

In the event no employee within the bargaining unit applies for this assignment(s), the Township may assign this work to a non-bargaining unit employee(s) of the Township at such was as it may determine. The “swing shift” position shall only be permitted during the time in which temporary employees are allowed to work under the Collective Bargaining Agreement.

B. Employee Recognition. To engage employees and improve employee morale, the Township may hold employee recognition activities or events, including but not limited to Employee Appreciation Week picnics and related events, holiday parties, issuance of employee recognition awards and/or payment, such as the Archie Virtue Excellence Award, or raffle additional paid leave or other one-time benefits to employees in conjunction with these recognition events, activities, or awards.

C. The Employer may hire new employees at a higher starting rate when the employee’s experience or, training require a starting rate greater than the minimum considering prevailing market conditions. New employees may not start at a rate higher than the 3rd year step. The Human Resources Director will note in the newly hired employee’s personnel file the reason(s) why the employee started at a rate higher than the minimum and, if requested, provide same to the Union.

D. After-Hours Response Stipend. The Township agrees to pay an after-hours response stipend for certain work performed outside of the hours specified in Article 20. Specifically, the Township will pay each employee a \$40 stipend for each address the employee is directed to report to, and arrives at, to resolve an after-hours matter. The stipend is paid for responding to the address to complete the call, not the number of matters resolved or left unresolved at the address.

- i. If one on-call employee responds to three different calls (at three different addresses) after-hours for leaky water meters, the employee will receive a stipend for each response: \$40 per response for 3 leaky meters, totaling \$120 in compensation.
- ii. If a crew of 4-5 employees must be assembled to respond to an after-hours water main break, each of the crew members who respond will receive a \$40 stipend.

Meridian Township/TPOAM DPW Employees (2023-2027)

- iii. The eligibility for and receipt of this stipend is in addition to any earned standby pay, or overtime compensation, or other payment for licenses, certification, etc., which is provided by the existing collective bargaining agreement.
- iv. The Director of Public Works and the Superintendent of Public Works will maintain a document that employees must use to record their after-hour responses
- v. Employees who are directed to report to and do in fact arrive at multiple addresses are eligible for and will receive multiple stipends. The Parties agree that the following examples reflect the intended calculation of this after-hours stipend

Article 48. LICENSES AND CERTIFICATIONS

A. General Requirements:

- 1. Employees will be paid as early in December each year as is practical for the highest current and valid license or certification they possess. CDL stipends provided in Section F will be paid as early in January each year of the agreement as is practical.
- 2. License or certification stipends are not cumulative within each type of license or certification, except Section C. For example, an employee may not receive compensation for an SI and S2 license described in Section B.
- 3. Payout shall be prorated in the first year of obtaining a license or certification and for newly hired employees with a license or certification upon hire.
- 4. Payouts, not including CDL stipend, will be prorated upon separation of employment.
- 5. The license and certification pay shall not be utilized for any pension-related purposes of calculating FAC or in an employee's contribution to MERS as required by this Agreement.

B. An employee in either the Utility Worker or the Lead Worker classification shall be eligible to receive on an annual basis a stipend for State of Michigan Drinking Water Operator Certification licenses held according to the following schedule:

SI	\$1,500	S2	\$1,000
S3	\$750	S4	\$500

C. An employee in either the Utility Worker or the Lead Worker classification shall be eligible to receive an annual \$350 stipend for holding a Michigan Department of Agriculture commercial pesticide applicator license with the category 6 (right-of-way pest management) registration. An additional \$25 per registration, up to \$100, shall be given for the following categories:

- 2. Forest Pest Management
- 3A. Turfgrass Pest Management
- 3B. Ornamental Pest
- 3C. Sewer Line Pest

Meridian Township/TPOAM DPW Employees (2023-2027)

- D. An employee in either the Utility Worker or the Lead Worker classification shall be eligible to receive an annual \$250 stipend for holding a NASSCO Pipeline Assessment Certification program license.
- E. An employee in either the Mechanic or the Lead Mechanic classification shall be eligible to receive an annual stipend for holding the following State of Michigan certifications:
 - Heavy Duty Truck Mechanic \$1,750
 - Master Automobile Mechanic \$1,250
- F. Each employee shall be eligible to receive a \$1,200 annual stipend for holding a current and valid State of Michigan Commercial Driver's License (CDL) group A with N endorsement.
- G. An employee in either the Utility Worker or the Lead Worker classification shall be eligible to receive on an annual basis, a \$1,000 stipend for holding a Meridian Township approved backhoe operator safety and training certification.
- H. An employee in either the Utility Worker or the Lead Worker classification shall be eligible to receive on an annual basis, a \$250 stipend for holding a Meridian Township approved street sweeper operator safety and training certification.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 15th day of February 2023

In the presence of: THE CHARTER TOWNSHIP OF MERIDIAN

[Signature]
[Signature]

By: [Signature]
Patricia Herring Jackson, Township Supervisor

By: [Signature]
[Name], Township Clerk

In the presence of: TECHNICAL PROFESSIONAL AND OFFICeworkERS ASSOCIATION OF MICHIGAN (TPOAM), CHARTER TOWNSHIP OF MERIDIAN DEPARTMENT OF PUBLIC WORKS AND PHYSICAL PLANT EMPLOYEES ASSOCIATION

[Signature]
[Signature]
[Signature]
[Signature]

By: [Signature] 2-15-23
Larry Bobb, Union President

By: [Signature] 2-15-23
Mike Ellis, Bargaining Committee

By: [Signature] 2-15-2023
Tyler Kennell, Bargaining Committee

By: [Signature] 2-15-23
Jonathan Pignataro, Business Agent