



AGREEMENT
By and Between
THE CHARTER TOWNSHIP OF MERIDIAN
and the
ADMINISTRATIVE PROFESSIONAL EMPLOYEES
TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF
MICHIGAN (TPOAM)

Effective: January 1, 2023

Termination: December 31, 2027

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Meridian Charter Township/TPOAM Administrative Professional Employees (2023-2027)

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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 Technical, Professional and Officeworkers Association of Michigan (TPOAM) (hereinafter referred to as the "Union"), representing the Administrative Professional Employees bargaining unit (hereinafter referred to as the "Association").

Article 1. 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 term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All administrative professional employees, including regularly scheduled part-time employees employed by Meridian Charter Township, excluding casual, temporary, supervisory, and two (2) confidential administrative professional employees, and all other employees.

Article 2. PURPOSE AND INTENT

- A. 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.
- B. It is also the purpose of this Agreement to promote the mutual interests of the Township and its employees and to provide, to the fullest extent possible, the highest standards of service to the citizens of the community.
- C. To these ends the parties to this Agreement encourage to the fullest degree friendly and cooperative relations between themselves to secure the advancement and achievement of these purposes.
- D. 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 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

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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 subsections:

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.
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

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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 the Human Resources Director 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.

All matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union shall be governed by the internal conditions mandates by the Union pursuant to its authority under Section 10(2) of PERA.

Article 5. UNION REPRESENTATION

- A. Stewards, Alternate Stewards and Unit Chairpersons. The employees covered by this Agreement will be represented by a Chapter Chairperson, two (2) stewards and alternate stewards. The Union shall have the right to assign said stewards.
 1. The Union shall designate to the Township in writing the stewards and alternate stewards.
 - (a) The alternate steward would only serve in the absence of a regular steward.
 - (b) The Township shall not be required to recognize or deal with any employee other than those so designated.
 2. No more than one Unit Chairperson or the Stewards shall be allowed the necessary time off during working hours, without loss of time or pay, to investigate and present grievances to the Township provided that the Unit Chairperson and/or the steward notifies their immediate supervisor prior to leaving the job site, and checks in with the immediate supervisor upon return. No more than one Steward and Union representative may investigate or present grievances at a time during work hours. If the immediate supervisor is not available, they shall notify the Township Manager or appointed representative. No more than one Unit Chairperson or the stewards may be retained at their work location if their absence would be unduly disruptive, however, the Employer agrees not to be unreasonable, arbitrary, or capricious.
- B. Union Bargaining Committee.
 1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members. The Union shall designate said employees in writing to the Township.

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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 work station 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 shall agree to meet and confer on at least a quarterly basis on matters of mutual concern upon written request of either party. 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.

Quarterly meetings and additional 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 Council and/or representatives of the International Union.

- B. The Union representative may meet on the Township's property for one-half (½) hour prior to the special conference providing they have properly notified the Township of their presence.

Article 7. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure 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 or written work rules that are in conflict with this agreement. Any grievance filed in writing shall be signed by the grievant and a Steward, set forth the facts pertaining to the alleged violation, and identify the desired remedy. 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 a 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 representative and the recipient on the Township's behalf shall exchange signed and dated copies of the grievance.

- Step 1.** Grievances must be presented to the Department Director 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. The Department Director, after such receipt of the written grievance, shall attempt to resolve the issue by responding to the employee and steward within ten (10) calendar days.

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Step 2. If the grievance still remains unsettled, it shall be presented, in writing, to the Township Manager or Human Resources Director within seven (7) calendar days after the response of the Department Director is due. The Township Manager and Steward shall schedule a meeting within fourteen (14) calendar days to discuss the Union's appeal. The Township Manager or appointed representative shall render a decision within seven (7) calendar days after the meeting with the Steward.

Step 3. 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 Federal Mediation 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, the written personnel policies or work rules of the Employer. 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.

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.

Step 4. Arbitration

- A. There shall be no appeal from any arbitrator's decision unless contrary to law. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer unless contrary to law. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- B. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- C. A grievance submitted to the American Arbitration Association may be withdrawn only by mutual consent.

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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. Overtime that might have been scheduled shall not be awarded.

Article 9. SENIORITY, PROBATIONARY EMPLOYEES

- A. Probationary Employees. New employees hired in the unit shall be probationary employees for the first one hundred twenty (120) work days. The employee must work one hundred twenty (120) days. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from the original date of hire. There shall be no seniority among probationary employees.
- B. Part-time employees scheduled to work less than forty (40) hours per week shall have their seniority prorated. Proration shall be based on hours scheduled or worked, whichever is greater.
- C. Seniority shall be on a unit-wide basis, in accordance with the employees' last date of hire.
- D. 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. Probationary employees are employees at will.

Article 10. DISCHARGE AND SUSPENSION

- A. 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 to non-probationary employees 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 Employer may, in its reasonable discretion, place an employee on paid administrative leave during an investigation.
- B. The discharged or suspended employee will be allowed to discuss the discharge or suspension with their steward, before they are required to leave the property of the Employer, unless the nature of the discharge or suspension warrants, immediate removal from the workplace. Upon request, a designated representative of the Employer 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 second step of the grievance procedure.
- D. Use of Past Record. Discipline which is over three (3) years 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.

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Article 11. LAYOFF AND RECALL

- A. If the workforce is to be reduced, seniority shall be applicable by classification within each department. In layoffs and recalls the following order shall be followed; providing the employees who remain are capable of performing the work available; or within ninety (90) working days the employees have demonstrated their ability to function and/or ability to learn to perform the work available:
 - 1. Temporary employees in the affected classification.
 - 2. Probationary employees in the affected classification within the affected department.
 - 3. Remaining seniority employees in the affected classification within the affected department shall then be laid off.
- B. Employees laid off shall have the right to exercise seniority rights and "bump" or displace the least senior employee in an equal or lower classification provided within twenty (20) working days the employee has demonstrated their ability to function and/or ability to learn to perform in the new classification. Bumping requires knowledge and minimum qualifications for the position.
- C. Employees to be laid off will be given thirty (30) working days' notice of lay-off.
- D. Recall of laid off employees will be in the inverse order of lay-off.
- E. 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 and electronic mail. If an employee fails to report for work within seven (7) calendar days from the date of mailing of notice of recall, they shall be considered a voluntary quit. Exceptions may be made in the Employer's sole discretion.

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.
 - 3. Failure to return from leave of absence, including sick leave.
 - 4. Failure to return from layoff.
 - 5. Layoff for a continuous period equal to the shorter of the length of seniority or 2 calendar years.
- B. Exceptions to the above may be made in the Employer's sole discretion.

Article 13. BULLETIN BOARDS

The Township agrees to provide a bulletin board for use of the Union, centrally located in buildings where union members are assigned, to post notices. Such facilities must not be used for posting material of a derogatory, improper, or unlawful nature and shall be confined to legitimate Union

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business. A copy of all material to be posted on the bulletin board must be forwarded to the Township Manager or Human Resources Director prior to posting.

Article 14. 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.

Article 15. 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. A copy of the posting will be provided to the Union President. Employees applying for the position will receive all information available to outside applicants.
- B. Bidding Procedures.
1. Interested employees must apply in writing within the posting period.
 2. The vacancy or newly created 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. 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.
 4. Vacancies or newly created positions will be filled on the basis of qualifications and abilities. If qualifications and abilities of applicants are equal, total bargaining unit seniority shall be the deciding factor in awarding the promotion.
 5. 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 a length determined by the Employer, which shall be at least four (4) weeks and not more than ten (10) weeks in length. 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 his or her former classification at his or her own initiative, or be required to do so by the Employer. Employees returned to the former classification are ineligible for promotion for at least six (6) months after the date of return to the former position.

Article 16. CALL BACK AND STANDBY

Employees called back to work outside of regular working hours will be guaranteed a minimum of two (2) hours.

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Article 17. TRANSFERS

Transfer of Employees. If an employee transfers to a position under the employer not included in the bargaining unit, and thereafter, within one hundred twenty (120) calendar days, transfers back to a position within the bargaining unit, they shall have accumulated seniority while working in the position to which they transferred. Employees transferring back into the bargaining unit under this section shall be reinstated with full seniority and subject to the terms of this Agreement.

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, they will be terminated.
- E. The parties agree that FMLA leave entitlement will be governed by the FMLA, as amended, and the Township's personnel policies.

Article 19. EQUALIZATION OF OVERTIME

Overtime shall be assigned by the Department Director, in Department Director's sole discretion.

Article 20. OVERTIME

- A. Time and one-half will be paid as follows:
1. For all hours over forty (40) in one week.
 2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- B. In lieu of pay an employee may elect to be compensated with time off during regular working hours under Article 20.A. Employees may not accumulate more than forty (40) hours of compensatory time at any point in time. Compensatory time will be earned at one and one half (1 ½) hours for every hour worked. Scheduling of the compensatory time off will be mutually agreed upon by the employee and their supervisor.

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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 this bargaining unit and other Township employee groups to discuss and evaluate insurance options. The unit is subject to Public Act 152 of 2011 ("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, any annual Health Savings Account (HSA) contribution by the Employer shall be deposited into each employee's Health Savings Account (HSA) in one installment that will cover January through December.
- C. 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 person monthly premium rate for each month in which medical insurance coverage is not provided. The payout shall not exceed \$375 per month in which medical insurance coverage is not provided.
- D. The Township reserves the right to substitute another carrier and/or plan of this coverage; the fundamental provision of the present coverage will not be changed. Where possible, the Township will advise the Union regarding any changes at least thirty (30) calendar days in advance of its implementation.
- E. Employer agrees to provide dental insurance to each employee and eligible dependents, subject to the applicable eligibility requirements of the policy.
- F. Employer agrees to provide vision insurance to each employee and eligible dependents, 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 a health insurance opt out payment.
- H. Upon written request, retirees may elect to receive health insurance coverage available to current employees at the retiree's expense.

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 benefits 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

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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.

Article 25. WORKERS' COMPENSATION

- A. An employee who receives 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 payment begins. If workers' compensation payment extends beyond 14 days, the employee's sick leave used (if any) will be reinstated into their sick leave bank. 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.
- B. 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 payment in lieu of medical insurance payment at the time leave commences and loses insurance coverage through a spouse during the leave, the employee may enroll in the Township's insurance plan and coverage will be maintained the 180th day of workers' compensation leave. The employee must make arrangements to continue paying the health insurance premium cost-sharing amounts.
- C. 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 or appointed representative 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/doctor/dental appointments, 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. Sick leave shall be available for use in accordance with the eligibility criteria of Section 4 (1) (a-d) of the Michigan Paid Medical Leave Act (Public Act 338 of 2018, as amended). Sick leave may also be used for others

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identified as "immediate family" in the bereavement leave (Article 27).

- 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. Notice should be given as soon as possible to allow the departments involved enough time to make the necessary adjustments.
- 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 shall not be allowed during the period of vacation, or immediately before or after a vacation or Holiday, unless substantiated by a doctor's certificate.
- E. 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 eight hundred and eighty (880) hours. Each new employee shall be credited with an advance of eighty (80) hours for sick leave purposes when accepting a position with the Township on a full-time basis (permanent). After they have actually earned eighty (80) hours, they will be credited with eight (8) hours on the first day of each calendar month worked.
- F. Upon separation of employment, with proper notice under Article 33, one fourth (1/4) of the employee's accumulated sick leave will be contributed to their MissionSquare VantageCare Retirement Health Savings account. If a retiring employee satisfies the retirement notice requirements of Article 33, one half (1/2) of the employee's accumulated sick leave will be contributed to their MissionSquare VantageCare Retirement Health Savings account. The employee must give proper notice of separation under Article 33 to receive normal separation benefits and must not abuse sick leave during the final two weeks of their employment. Employees who are discharged, are not eligible for the benefits under this section.

Article 27. BEREAVEMENT LEAVE

- A. In the event of death in the employee's 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 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, father, mother, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandparent-in-law, grandchild, step-father, step-mother, half-brother, and half-sister.
- B. One (1) day of bereavement leave is allowed in the case of death of an aunt, uncle, nephew, and niece for the day of the funeral only.

Meridian Charter Township/TPOAM Administrative Professional Employees (2023-2027)

Article 28. 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 |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Juneteenth | Christmas Day |
| Fourth of July | |

B. If a designated holiday falls on Saturday, employees shall receive the Friday before as a holiday. If a designated holiday falls on a Sunday, employees shall receive the Monday after as a holiday.

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 their regularly scheduled work days immediately preceding and immediately after their scheduled holiday, unless on vacation or otherwise excused by their 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 holiday(s) occurring after the last day worked.

Article 29. 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 thirty (30) days of the date of exceeding 200 hours. Vacation shall be earned according to the following schedule of continuous and completed years of service:

| | |
|------------------|-----------|
| 1 thru 4 years = | 120 hours |
| 5 thru 9 years = | 144 hours |
| 10 years plus = | 192 hours |

B. Employees cannot use vacation time until they have completed six (6) months of continuous employment.

C. All vacation requests shall be submitted to the Department Director for approval at least two (2) weeks in advance of the requested date(s). The Department Director has discretion to determine whether one or more employees in the department will be allowed vacation at the same time. If a scheduling conflict occurs, the requesting employee with the longer bargaining unit seniority shall prevail.

D. In the event of death, retirement, voluntary resignation, or discharge, the Township will reimburse each person for their earned but unused vacation leave days.

Meridian Charter Township/TPOAM Administrative Professional Employees (2023-2027)

Article 30. 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 payments must be earned as of the employee's anniversary date of any calendar year and shall be paid in a lump sum at the first regular pay period following the employee's anniversary date. For the purpose of computation, years of service shall be measured from the first date of employment with the Township. Prorated longevity payments shall be made to an employee at retirement or to an employee who is currently, or has been on an unpaid leave within the previous year.

Article 31. 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 32. 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
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. The remainder of the current MERS benefit shall remain as currently provided.

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. Retiree Health Savings Plan: Effective March 1, 2006 the Township shall implement the MissionSquare VantageCare health saving plan. Township will contribute 2% of base pay to be

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matched by employees 1% pre-tax contribution. Immediate 100% vesting of the Township contribution. Unused sick leave must be contributed, as an additional employee match, upon separation or retirement.

Article 33. 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 34. EMERGENCY CLOSURES

In such cases where a Township office or offices are declared closed because of inclement weather or for other reasons not under the control of the employees covered herein, all regularly scheduled employees shall receive their regular pay based upon the hours scheduled to be worked that day, not to be deducted from paid leave time.

Article 35. TEMPORARY EMPLOYEES

Township employees outside the bargaining unit who become injured on duty may perform work which is covered by this collective bargaining agreement so long as no one in this bargaining unit is denied overtime opportunities or is on layoff.

Article 36. WORK DAY - WORK WEEK

The regular work day - work week will consist of five (5) consecutive eight (8) hour days unless mutually agreed to otherwise.

Article 37. 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 written notice of the day 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 two (2) hours remaining of scheduled work.
- D. Probationary employees shall be entitled to non-pay days off for jury duty or the use of vacation days.

Article 38. 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 correcting unsafe working conditions. The Union shall authorize one employee within

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the bargaining unit to participate in the Township's Safety Committee.

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

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.

Article 41. SUCCESSOR MUNICIPALITY

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, the transformation, merger, consolidation or transfer which is made shall provide that the successor 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.

Article 42. 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 43. TERMINATION AND MODIFICATION

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.

Meridian Charter Township/TPOAM Administrative Professional Employees (2023-2027)

Article 44. SALARIES

A. When an employee is promoted to a position in a higher pay grade level, the employee shall be placed in the new pay grade level at the first step of said pay grade that reflects an increase over the rate they were receiving in the former classification and pay grade level. The employee's anniversary date of hire shall be the applicable date upon which all incidents involving advancement on the pay schedule shall occur. In spite of promotions and placement to other pay grade levels, the employee will always be granted the next salary step on their anniversary date of hire.

- Key: 01 Administrative Assistant I, Records Technician II/Public Safety
 02 Bookkeeper, Administrative Assistant II, Records Technician III
 03 Assessing Clerk
 04 Assistant to the Clerk, Assistant to the Treasurer
 05 Accountant

| Effective January 1, 2023 - 3% | | | | | | | New Step |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| 1 | \$16.11 | \$17.00 | \$17.84 | \$18.74 | \$19.67 | \$20.48 | \$21.50 |
| 2 | \$17.48 | \$19.00 | \$19.97 | \$20.98 | \$22.02 | \$22.89 | \$24.03 |
| 3 | \$19.27 | \$20.97 | \$22.00 | \$23.10 | \$24.26 | \$25.24 | \$26.50 |
| 4 | \$20.61 | \$22.42 | \$23.56 | \$24.73 | \$25.95 | \$27.00 | \$28.35 |
| 5 | \$28.14 | \$29.23 | \$30.33 | \$31.43 | \$32.52 | \$33.61 | \$35.29 |
| Effective January 1, 2024 - 3% | | | | | | | |
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| 1 | \$16.59 | \$17.51 | \$18.38 | \$19.30 | \$20.26 | \$21.09 | \$22.15 |
| 2 | \$18.00 | \$19.57 | \$20.57 | \$21.61 | \$22.68 | \$23.58 | \$24.75 |
| 3 | \$19.85 | \$21.60 | \$22.66 | \$23.79 | \$24.99 | \$26.00 | \$27.30 |
| 4 | \$21.23 | \$23.09 | \$24.27 | \$25.47 | \$26.73 | \$27.81 | \$29.20 |
| 5 | \$28.98 | \$30.11 | \$31.24 | \$32.37 | \$33.50 | \$34.62 | \$36.35 |
| Effective January 1, 2025 - 3% | | | | | | | |
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| 1 | \$17.09 | \$18.04 | \$18.93 | \$19.88 | \$20.87 | \$21.72 | \$22.81 |
| 2 | \$18.54 | \$20.16 | \$21.19 | \$22.26 | \$23.36 | \$24.29 | \$25.49 |
| 3 | \$20.45 | \$22.25 | \$23.34 | \$24.50 | \$25.74 | \$26.78 | \$28.12 |
| 4 | \$21.87 | \$23.78 | \$25.00 | \$26.23 | \$27.53 | \$28.64 | \$30.08 |
| 5 | \$29.85 | \$31.01 | \$32.18 | \$33.34 | \$34.51 | \$35.66 | \$37.44 |

Meridian Charter Township/TPOAM Administrative Professional Employees (2023-2027)

| Effective January 1, 2026 - 3% | | | | | | | |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| 1 | \$17.60 | \$18.58 | \$19.50 | \$20.48 | \$21.50 | \$22.37 | \$23.49 |
| 2 | \$19.10 | \$20.76 | \$21.83 | \$22.93 | \$24.06 | \$25.02 | \$26.25 |
| 3 | \$21.06 | \$22.92 | \$24.04 | \$25.24 | \$26.51 | \$27.58 | \$28.96 |
| 4 | \$22.53 | \$24.49 | \$25.75 | \$27.02 | \$28.36 | \$29.50 | \$30.98 |
| 5 | \$30.75 | \$31.94 | \$33.15 | \$34.34 | \$35.55 | \$36.73 | \$38.56 |
| Effective January 1, 2027 - 3% | | | | | | | |
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| 1 | \$18.13 | \$19.14 | \$20.09 | \$21.09 | \$22.15 | \$23.04 | \$24.19 |
| 2 | \$19.67 | \$21.38 | \$22.48 | \$23.62 | \$24.78 | \$25.77 | \$27.04 |
| 3 | \$21.69 | \$23.61 | \$24.76 | \$26.00 | \$27.31 | \$28.41 | \$29.83 |
| 4 | \$23.21 | \$25.22 | \$26.52 | \$27.83 | \$29.21 | \$30.39 | \$31.91 |
| 5 | \$31.67 | \$32.90 | \$34.14 | \$35.37 | \$36.62 | \$37.83 | \$39.72 |

B. 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.

Article 45. RATES FOR NEW JOBS

When a new job is created, or an existing job is changed, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the rates are proper, it shall be subject to negotiations. Should the parties be unable to reach mutual agreement on the rate, it shall be submitted to the second (2nd) step of the grievance procedure.

Article 46. FLEXIBLE SPENDING ACCOUNT

Employees may enroll in a voluntary Flexible Spending Account (FSA) provided by the Township. Employees with an HSA are not eligible for reimbursement through an FSA for the same medical expenses reimbursed by an HSA.

Article 47. EMAIL COMMUNICATION

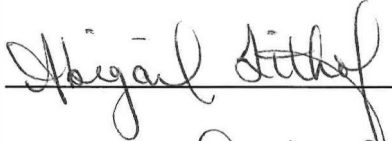
Email communications may serve as “written,” “written notice,” and/or “in writing” as referenced in the CBA. Emails must be between Meridian Township email system and Union email system.

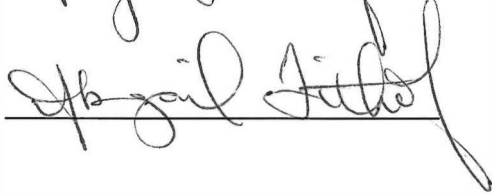
Meridian Charter Township/TPOAM Administrative Professional Employees (2023-2027)

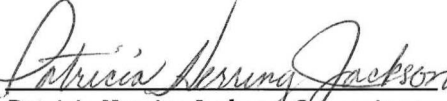
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 3rd day of February 2023
(Township Board approved September 20, 2022).

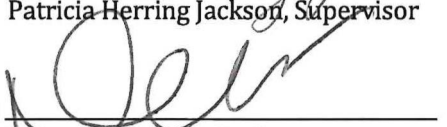
IN THE PRESENCE OF:

THE CHARTER TOWNSHIP OF MERIDIAN





By: 

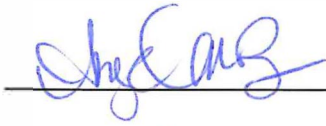
Patricia Herring Jackson, Supervisor
By: 

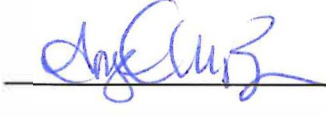
Deborah Guthrie, Clerk

Signed this 3rd day of February 2023, pursuant to ratification instruction voted by TPOAM, at a duly held meeting on February 23rd.

IN THE PRESENCE OF:

ADMINISTRATIVE PROFESSIONAL EMPLOYEES
TECHNICAL, PROFESSIONAL, OFFICEWORKERS
ASSOCIATION OF MICHIGAN





By: 

Kristi Schaeding, Unit Chairperson
By: 

Danielle Hughes, Union Steward
By: 

Al Brzys, Business Agent