



AGREEMENT

By and Between

THE CHARTER TOWNSHIP OF MERIDIAN

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

Effective Date: January 1, 2023

Termination Date: December 31, 2026

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ARTICLE 1. AGREEMENT

- 1.1: This Agreement entered into by and between the Charter Township of Meridian, County of Ingham, State of Michigan, hereinafter referred to as the "Township" or the "Employer" and the Police Officers Association of Michigan, hereinafter referred to as the "Union" or "POAM". Agreement is entered into through the parties and is compliant with the award of Arbitrator rendered through the compulsory arbitration pursuant to Act 312, Michigan Public Act of 1969, as amended.

ARTICLE 2. PURPOSE AND INTENT

- 2.1: The Township and the Union recognize and declare that providing a quality police department for the protection of the persons and property in Meridian Township is their mutual aim and that the character of the quality, performance, cooperation, and morale of the police officers employed by the Township is a mutual concern;
- 2.2: WHEREAS, the Township and the Union have agreed to bargain collectively, pursuant to the Public Employment Relations Act (Act 379 of the Michigan Public Acts of 1965), with respect to hours, wages, terms, and conditions of employment of the police officers, provided however, that the Township's commitment to bargain is limited only to those matters which are solely within its jurisdiction; and
- 2.3: WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.
- 2.4: In consideration of the mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:
- 2.5: An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Inclusion of this language is required under Section 15(7) of the Public Employment Relations Act and does not constitute an agreement by the Union to the substantive or procedural content of the language.

(7) "Each collective bargaining agreement entered into between a public employer and public employees under this act after the effective date of the amendatory act that added this subsection shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Provisions required by this subsection are prohibited subjects of bargaining under this act."

(8) Collective bargaining agreements under this act may be rejected, modified, or terminated pursuant to the local government and school district fiscal accountability act. This act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act.

(9) A unit of local government that enters into a consent agreement under the local government and school district fiscal accountability act is not subject to subsection (1) for

the term of the consent agreement, as provided in the local government and school district fiscal accountability act.

ARTICLE 3. RECOGNITION

3.1: The Township recognizes the Police Officers Association of Michigan as the sole bargaining representative for all employees as certified by MERC Case No. R79 H-347 dated February 29, 1980, and as mutually agreed upon:

All Officers and Non-Supervisory Police Officers, employed by the Township of Meridian; but excluding the Chief, Captain, Lieutenant, Supervisors, and all other employees.

3.2: The Township agrees not to bargain, in regard to the salaries, hours, or working conditions of the members of this unit, with any labor organization other than the recognized bargaining agent for the duration of this Agreement.

3.3: The parties mutually agree that the Township has the right to drop any new employee on probation who fails to successfully complete the probation period. It is further agreed that any such employee so dropped or discharged shall be allowed to grieve such discharge. But such grievance shall not be subject to arbitration.

ARTICLE 4. REPRESENTATION

4.1: Bargaining Committee. The Township agrees to recognize a bargaining committee composed of a maximum of two (2) members of the Meridian/POAM local and a maximum of three (3) POAM representatives, who are not employees of the Township, to be at the bargaining table. Representatives of the Meridian/POAM local while on duty will be permitted to attend Act 312 Arbitration hearings and Department of Labor Administrative Law Judge hearings without loss of pay.

4.2: Gap Time. In all cases where members of the unit are negotiating, time spent in negotiations shall equal gap time prior to reporting for duty, schedule permitting. Time spent in negotiations shall be credited as duty time either:

- A. To allow a late shift start.
- B. To allow an early release with the gap time (time spent in negotiations) credited at the end of the shift.
- C. In all cases an individual shall be paid for the entire shift.
- D. A minimum of six (6) hours should be allowed between the end of negotiations and start of shift. Anything less than six (6) hours shall qualify as gap time. If an officer must go immediately on duty on their scheduled shift, that time which would normally be gap time, will be credited to the officer as compensatory time. How "gap" time is granted shall be the sole discretion of the Chief and not subject to the grievance procedure.

4.3: Stewards. Employees within the bargaining unit may be represented by a steward for each work shift. The Union shall furnish the Township with a list of the stewards' names and their assigned areas and shall keep the list current at all times.

- 4.4: Process Grievance. When requested by an employee, a steward may investigate any alleged or actual grievance in their assigned work area and assist in its presentation. They may be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of their immediate supervisor.
- 4.5: Rights of Steward. When an employee presents their own grievance without intervention of a local steward, the steward shall be given an opportunity to be present and receive any answer presented.
- 4.6: Right of POAM to Visit Work Area. A non-employee POAM representative may consult with employees in assembly areas before the start of each work shift or after the end thereof. Before entering the assembly area, notification must be given to the Chief of Police or their designee.

ARTICLE 5. UNION RIGHTS

- 5.1: Meetings. The Union, or any committee thereof, shall have the right to use the facilities of the Meridian Township Hall without charge for Union meetings. Proper clearance for the use of said facilities shall be obtained from the appropriate Township official prior to the scheduling of any meeting. The meeting shall be conducted in a manner which shall not prove to be disruptive to the normal functioning of the police department.
- 5.2: Bulletin Board. The Township will provide space within the Township Police Department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any Township elected or administrative officials.
- 5.3: Personnel File. Employee's police department personnel files shall be kept under the direct control of the Human Resources Director.
 - A. The Employer will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way peruse in whole or in part, an employee's police personnel file or any document which may become a part of their file.
 - B. An employee may by right view their own police personnel file as to its total content except the background investigation report upon written request to the Chief of Police. The Township agrees not to divulge the contents of the employee's file without a written release from the employee concerned.
 - C. All police personnel files must be kept and maintained in the confines of the Township Hall so as to secure privacy.
 - D. It is understood by both parties that the Township Manager may review the police files.
- 5.4: Past infractions may only be used in administering discipline up to a three (3) year period. After the three (3) year period, past infractions shall not be used against any employee of the bargaining unit, unless it is part of an ongoing grievance in which case it shall remain in the file until such time as the grievance is resolved. After three (3) years, all settled disciplinary infractions shall be removed and discarded from all files. The Township does not intend to destroy disciplinary records that are removed after the three-year period.

- 5.5: Discrimination. The Township will not discriminate against any employee because of membership in the Union. Membership in the Union shall not be denied to any member of the bargaining unit.
- 5.6: The Township agrees to notify, except in cases of emergency, the Union of any amendments to the Township personnel policy and department regulations in advance of their effective date.

ARTICLE 6. LEAVE FOR UNION CONFERENCES AND CONVENTIONS

- 6.1: The Township will grant leaves of absence with pay to Union members of the bargaining unit of the Police Officers Association of Michigan for the following functions:
- Two (2) persons for one (1) eight (8) hour day or one (1) person for two (2) eight (8) hour days, union option as designated by the president, to attend the POAM Annual Delegates meeting each calendar year. The designated officer, who desires to attend the meeting, shall notify the Township forty-five (45) days in advance of their intention for the time off.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1: For the purposes of resolving disagreements at the lowest possible level, an officer should initially discuss a potential grievance with their immediate supervisor if the matter is within the authority or prerogative of the supervisor to remedy. For the purpose of this Agreement, a grievance is a claim by an officer, a group of officers, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, the personnel policies of the Township insofar as applicable, or the written work rules of the police department.
- 7.2: Grievances involving suspension or termination of an employee shall start at Step 2 of the grievance procedure, as described below. All other grievances shall follow step 1 through 4 as described below:

Step 1 - Verbal - An employee with a grievance shall within ten (10) days of the occurrence of the incident which gave rise to the grievance discuss it with the Chief of Police or their designated representative, with the purpose of resolving it informally. The Chief or their designated representative shall give an answer within ten (10) days.

Step 2 - Written - Chief. If the grievance is not resolved, the grievance shall be reduced to writing. The POAM shall have the right to utilize its own grievance form. The grievance shall be signed by the officer and the Union representative and filed with the Chief, within five (5) days from the date of the answer in Step 1. The grievance shall set forth the facts, including dates and provisions of the Agreement, that are alleged to have been violated and the relief sought. The Chief, or a designated representative, shall hear the grievance and have ten (10) days from date of receipt of the grievance to submit a decision to the Union steward, in writing.

Step 3 - Township Manager or designee. If the Chief, or a designated representative, does not satisfactorily adjust the grievance in Step 3, the Union shall have seven (7)

days from the date of receipt of the decision in which to appeal, with written reasons for such appeal, the grievance to the Township Manager or designee. The Manager or designee will hear the grievance. A decision in writing shall be given to the Union representative by the Manager or designee within ten (10) days of receipt of the grievance.

Step 4 - Arbitration. If the POAM is not satisfied with the disposition of the grievance by the Township Manager, the grievance may be submitted to an impartial arbitrator, but said submission shall be made within twelve (12) days of receipt of the decision of the Township Manager by the POAM. Notice of an intent to arbitrate shall be made by the POAM in writing to the Township Manager and simultaneously a request shall be made to the American Arbitration Association asking for a list of seven arbitrators, with the selection in accordance with its Voluntary Labor Rules.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this 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 and the written personnel policies and work rules of the Board, 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 and the propriety of the discipline as a remedy. 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 disciplinary case, they 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 all parties.

- 7.3: Grievance proceedings shall be without loss of pay to the grievant and/or the steward involved, and said proceedings shall be conducted at a mutually agreeable time. Both parties agree, however, that the primary obligation of both parties is the public safety of the citizens of Meridian Township, and no proceedings shall be scheduled which would interfere with said duty.
- 7.4: The time limitation set forth in this grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. Saturdays, Sundays, and holidays shall not be counted when time limitations are concerned for submitting, answering, or scheduling grievance matters. A grievance may be withdrawn by mutual agreement at any time. Any grievance not processed to the next step by the Union within the specified time shall be considered settled on the basis of the last decision by the Township. Any grievance upon which a decision is not rendered within the applicable time limits by the responsible Township representative shall be considered to be automatically advanced to the next level.

- 7.5: Falsification or omission of pertinent and requested information from any employment application may subject an employee to disciplinary action at any time following the date of application.
- 7.6: Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through procedure until resolution.
- 7.7: For purposes of this provision, the Union shall appoint stewards, and their names shall be filed with the Township. As changes are made in designation, the Union shall supply the Township with said changes. The Township shall not be obligated to discuss grievances with anyone other than designated Union stewards or POAM representatives.
- 7.8: No grievance may be filed under this Agreement wherein the claim is advanced indicating that the violation occurred in advance of the actual date of execution of this Agreement.

ARTICLE 8. AUTHORIZATION FOR DUES/FEEES DEDUCTION

- 8.1 A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.
- 8.2 The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, the Union shall provide thirty (30) calendar days' written notice to the Employer. The Employer shall deduct a proportional amount of the dues/fees twice each month from the pay of the employees that have authorized such deductions.
- 8.3 Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. 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 remittance is sent, of its belief, with reasons stated therein, that the remittance is incorrect. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 8.4 If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
- 8.5 The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
- 8.6 Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 9. MANAGEMENT RIGHTS

- 9.1: The Union recognizes that the Township reserves and retains, solely and exclusively, all rights to manage and operate the Township's affairs.
- 9.2: The Township, on behalf of its electors, hereby retains and reserves, solely and exclusively unto itself, all powers, rights, duties, and responsibilities conferred upon and vested in it by its Charter and the laws and the Constitutions of the State of Michigan and the United States. Such rights, by way of illustration, but not limitation, being partially set forth as follows:
- A. To manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of material, tools, and equipment to be used, and the discontinuation of any materials or methods of operation which it deems necessary for the public good.
 - B. To introduce new equipment, methods, procedures, to change or eliminate existing equipment and methods, and to decide on material, supplies, equipment, and tools to be purchased and used.
 - C. To determine the type, number, and location of all facilities, materials, equipment, and installations.
 - D. To hire, assign, transfer, promote, demote; to discharge and discipline for just cause and lay off employees in accordance with applicable state law and in accordance with this Agreement.
 - E. To supervise and direct the work force, assign work, and determine the number of employees assigned to operations whenever and wherever the same shall be deemed necessary and proper.
 - F. To establish, change, combine, or discontinue job qualifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.
 - G. To determine lunch, rest period, department meeting times and places, starting and quitting times, and the number of hours to be worked.
 - H. To establish work schedules.
 - I. All rights, functions, powers, and authority which the Township has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Township. The Township shall have the right to amend, supplement, or add to the written rules and regulations during the term of this Agreement, provided, however, the Township shall notify the Union of any such amendments, supplements, or additions at least five (5) days in advance of their effective date, except in cases of emergency. Such written rules shall be reasonable and shall relate to the proper performance of the officers' duties and shall not be applied in a discriminatory manner.
 - J. To determine the size of the work force and to increase or decrease the same; to abolish, restructure, or consolidate the department; to contract police work out

in whole or in part, when necessary, subject only to the applicable terms and term of this Agreement.

- K. To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Township, this is necessary for the conduct of municipal service.
- L. To select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work.

9.3: The applicability of this article shall be limited only by the specific terms and conditions as hereafter provided for in this Agreement. It is recognized by the parties that Article 9 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 10. SENIORITY AND LOSS OF SENIORITY

10.1: Definition. Seniority shall mean the status attained by continuous length of service as an employee in a classification of the Meridian Township Police Department.

10.2: How Earned. Upon the completion of probation, an employee's seniority shall begin from the first day of employment.

10.3: Seniority List. The Township will maintain a roster of employees, arranged according to seniority and classification, showing the name, position, anniversary date, and shall furnish a copy to the Union every six (6) months. Employees possessing the same hiring date shall be arranged on the seniority list in the order they were submitted to and approved by the Meridian Township Board.

10.4: Loss of Seniority. An officer shall lose seniority for the following reasons:

- A. They resign or quit.
- B. They are discharged and not reinstated.
- C. They retire.
- D. They have been on layoff status for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is lesser.
- E. They are absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or layoff, for one (1) working day without notification to the Township, unless employee has a reasonable excuse.

ARTICLE 11. LAYOFF AND RECALL

11.1: Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

11.2: Order of Layoff. No permanent or probationary employee shall be laid off from their position in the police department while any temporary or provisional employees are serving in the same position class in the department.

- A. Except as provided below, the layoff of probationary employees shall precede the layoff of any permanent employee in the police department. Permanent employees shall be laid off by inverse seniority.
- 11.3: Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff, who so requests, shall, in lieu of layoff, be demoted by seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class which they have not previously held permanent status. No employee may be bumped by an employee taking a demotion from a higher classification or rank unless the employee in the lower classification or rank has less seniority.
- 11.4: Notice of Layoff. Employees to be laid off shall be given at least fourteen (14) days prior notice.
- 11.5: Preferred Eligible Lists. Employees laid off shall have their names placed on preferred eligible lists in order of seniority.
 - A. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater, for those employees demoted. An employee who is laid off will have their name remain on the list for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department before other persons are selected for employment or promotion in those ranks.
- 11.6: Recall from Layoff. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address.
- 11.7: Employees who decline recall, or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligible lists.

ARTICLE 12. HOURS OF WORK

- 12.1: Work Day - Work Week. Officers may be required to be on duty either a minimum of eight (8) consecutive hours during each scheduled working day for a total of five (5) consecutive days of eight (8) hours each, or a minimum of ten (10) consecutive hours during each scheduled duty day for a total of four (4) consecutive days of ten (10) hours each, excepting as excused by the Chief. Any time in excess of the minimum duty hour day, to be established by the Township according to the above alternative, shall constitute overtime.
- 12.2: Work Schedule. A shift schedule will be posted at least once every thirty (30) days indicating the normal work day of every member of the department. Said schedule shall be posted at least thirty (30) days prior to its effective date.
 - A. Changes may be made in the posted shift schedule by the Chief as may be required to meet the needs of the department.

- B. Trading Shifts. Employees will be allowed to swap or trade shift assignments as long as requests for such trades or swaps are completed two (2) weeks before the month begins, and are by mutual, written agreement, with the approval of the Chief of Police. The Chief shall not unreasonably withhold such approval.
 - C. Shift assignments shall be made by classification.
- 12.3: ~~4-10.~~ The Township has implemented the four (4) day, forty (40) hour week schedule, but reserves the right, as hereinafter stated, to change said schedule. The Township may adopt different schedules for different members of the bargaining unit. The Union fully realizes that while the four (4) day, forty (40) hour week schedule creates certain department efficiencies, it also results in an additional fifty-two (52) days off for the employees.
- 12.4: Work Schedules. Work schedules will be reasonable.
- 12.5: Investigator On-Call Rotation. Investigators will share on-call time equally on a rotating basis. The rotation shall be determined by the investigators. In the event the investigators fail to establish a rotation schedule, the Department shall designate the rotation schedule.

ARTICLE 13. OVERTIME

- 13.1: Overtime. All overtime shall be reimbursed at the rate of one and one-half (1½) times the regular rate of pay (to be computed by dividing the basic wages of the officer by 2080 hours) and shall be paid at the end of the next regularly scheduled pay period after the overtime is earned.
- 13.2: Overtime shall be authorized by the officer's immediate supervisor at the time they are instructed to perform the overtime service and shall be on a form furnished by the Chief and signed by the officer's immediate supervisor. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work.
- 13.3: Court Time. Officers subpoenaed or directed into court, while off-duty (to include District Court, Circuit Court, any appearance with the Secretary of State, or any other official administrative hearing) shall be paid at the rate of time and one-half (1½) with a minimum guaranteed payment of two (2) hours.
- 13.4: Witness/Parking Fees. Any officer, while off duty, who is required to attend court, validate a Complaint/Warrant, or attend any administrative hearing as outlined in this section, may elect at their option to use a privately owned vehicle, providing such appearance is held within the Ingham County or at the State Secondary Complex. If the officer provides their own transportation, they shall be reimbursed at the then standard rate paid by the Township. However, any mileage fees paid by the court, etc., shall be turned in to the Township. Mileage shall be computed from the officer's house of residence to the place of hearing by the most direct route and shall not exceed sixty (60) miles round trip. The sixty (60) mile round trip cap will not apply in those instances where the officer is on compensatory time, vacation, or holiday and an adjournment was requested and denied. Officers may elect to pick up a Township vehicle in which case no mileage fee shall be paid by the Township and any mileage fee paid by the court or other agency shall be turned in to the Township.

- 13.5: Warrant or Validation of Complaint. If an officer has to go to court to validate a complaint or warrant, the officer shall be paid, if off-duty, at the rate of time and one-half (1½) with a minimum guaranteed payment of two (2) hours. In the event such hours shall exceed two (2) hours in the case of court time or two (2) hours in the case of validation of complaints/warrants, as outlined above, in which case the officer shall be paid overtime for the exact hours or portion thereof worked.
- 13.6: Civil Proceedings. If the employee is subpoenaed into a civil court proceeding because of an incident that is not work related or did not arise out of the performance of their duty as a law enforcement officer, the employee shall retain all witness and mileage fees. Compensatory time, personal leave, or vacation shall be used, if necessary, to honor the subpoena.
- 13.7: Compensatory Time. An officer may, in lieu of payment for overtime, receive compensatory time off at the straight time rate. Effective January 1, 1994, an officer may, in lieu of payment for overtime, receive compensatory time off at one and one-half (1½) times the hours worked. Compensatory time shall be authorized by the officer's immediate supervisor at the time they are instructed to perform the compensatory time service and shall be accounted for on a form furnished by the Chief of Police and signed by the officer's immediate supervisor. Authorization for compensatory time shall not be unreasonably withheld. No accumulation of compensatory time shall be authorized or credited in excess of sixty (60) hours, except in an emergency situation. Accumulated compensatory time in excess of sixty (60) hours shall be used up during the pay period following the one in which the compensatory hours were accumulated or be paid, unless authorization, in writing, to extend the time beyond the following pay period is obtained from the Chief of Police.
- A. To the extent possible, individual preference in the use of compensatory time will be honored. The Chief shall grant approval of the use of all compensatory time. The decision of the Chief shall not be subject to the grievance procedure.
 - B. The department has an obligation to honor reasonable requests for use of compensatory time, but also has an obligation to the citizens of the Township to maintain quality police service for the protection of persons and property in the Township.
 - C. Upon resignation, discharge, or retirement from the employ of the Township, all accumulated compensatory time shall be paid to the employee in full. Upon the death of an employee, all accumulated compensatory time shall be paid to the employee's spouse or estate in full.
- 13.8: Call Back. All hours worked due to call back immediately preceding the officer's normal work day shall be compensated at the rate of one and one-half (1½) times the regular hourly rate.
- A. All hours worked due to call back not immediately preceding the officer's normal work-day shall be compensated at time and one-half (1½) with a minimum of two (2) hours.
- 13.9: Standby. Officers placed on standby shall receive one and one-half (1½) times the regular hourly rate, provided however, that overtime pay for standby service shall only be paid if the officer is directed to report to the normal assembly point or to some other area away from

their home. In the event the officer is called, the Township agrees to pay a minimum of two (2) hours call back.

- 13.10: For any appearance in court or administrative hearing as outlined in Section 13.3 and/or 13.5 of this Article, the minimum guaranteed hours shall not apply for appearances contiguous to the beginning and end of an officer's normal duty shift. In such instances, an officer shall receive one and one-half (1½) times the regular hourly rate for the exact number of hours or portion thereof worked before or after the beginning or end of their normal duty shift. Officers will not receive overtime pay for appearance at any court or administrative hearing held during normally scheduled duty hours.

ARTICLE 14. WAGES

- 14.1: Employees covered herein shall receive an hourly wage-as set forth in Appendix A attached hereto.

ARTICLE 15. INSURANCE

- 15.1: Life Insurance. The Township shall provide each officer with standard group life insurance coverage. Officers shall be insured in an amount equal to the officer's salary to the next multiple of \$1,000, but not less than \$10,000. The entire cost of the insurance shall be borne by the Township.
- 15.2: Accidental Death and Dismemberment. The Township shall provide each officer 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 officer's salary to the next multiple of \$1,000, but not less than \$10,000.
- 15.3: Health and Hospitalization.
- A. The Employer shall provide each employee and family with health insurance coverage selected through the Healthcare Coalition. The Union agrees to participate in a Healthcare Coalition involving an authorized representative from this Union 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 of 2011, 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 that will be made in January, and will cover January through December.
 - C. Health Insurance for Survivors. The Township shall provide medical and hospitalization coverage for surviving dependents of duty related death cases. Coverage shall be for unmarried spouses and unmarried children to age 19, provided survivors are not entitled to social security survivors benefits.

- 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 person monthly premium rate for each month in which medical insurance coverage is not provided. The payment shall not exceed \$375 per month.
- E. Health and Hospitalization. In lieu of retiree health care coverage, for employees hired on or after January 1, 2020, the Township will contribute 7% of base wages into the employee's retiree health savings account with 5-year cliff vesting. For employees hired before January 1, 2017, the Employer will provide health and hospitalization coverage to a retiree, and their spouse at the time of retirement, if the retiree is eligible to draw an unreduced pension, following 25 years of actual service with the Township. For employees hired on or after January 1, 2017, the Employer will provide health and hospitalization coverage to a retiree, and their spouse at the time of retirement, if the retiree is at least 55 years of age and eligible to draw an unreduced pension, following 25 years of actual service with the Township. The purchase of service credits shall be taken into account when calculating the employee's actual years of service with the Township only if purchased before September 1, 2016. The Township shall also provide health and hospitalization coverage to employees who qualify for duty disability retirement, upon their separation from the Township. All health and hospitalization coverage shall be as provided to and on the same terms as current employees of the Township until the retiree is eligible for other coverage.
1. The Employer may elect to change insurance carriers. However, there shall be no loss of benefits as a result of the change in carriers.
 2. If the retiree accepts other employment and comparable health insurance is available, then the Township shall not be obligated to provide the retiree with health insurance coverage. Failure to notify the Township of the availability of alternative health insurance coverage will be grounds for eliminating the 50% share of the Township provided health insurance coverage.
 3. The retiree must apply for Medicare as soon as they are eligible. Upon receiving Medicare coverage, then the Township shall reduce the present health insurance coverage to provide the Medicare Supplement or enroll the retiree into a Medicare Advantage health insurance plan.
 4. Should the retiree be covered with health insurance through their working spouse, then the Township shall not be obligated to provide the retiree health insurance while the retiree is eligible for dependent status coverage. Health insurance regulations shall govern.
 5. Should the spouse survive the retiree, then the spouse shall continue to receive and be eligible for the above described retiree health and hospitalization coverage.

6. The Township shall pay fifty percent (50%) of the monthly premium and the retiree shall pay fifty percent (50%) of the monthly premium.
- 15.4: Dental Insurance. Employer agrees to provide dental insurance, subject to the applicable eligibility requirements of the policy.
- 15.5: Vision Insurance. Employer agrees to provide vision insurance, subject to the applicable eligibility requirements of the policy.
- 15.6: Accident and Sickness Income. The Township shall provide accident and sickness income insurance for injuries and sickness of any type, which shall be in addition to and in supplement of the sick leave benefits granted to each officer. Said insurance shall provide each officer sixty (60%) percent of their weekly earnings with a maximum of \$3,500 per month for the length of disability to age sixty-five (65), less any income benefits received from Workers' Compensation Insurance, Social Security, and any life insurance provided by the Township. The benefits of this insurance do not cover sickness or accidents resulting from employment with another Employer. The entire cost of this coverage shall be borne by the Township. The terms of this policy shall control this section, and an officer drawing disability may be required to return to work at a position where disability will not impair their ability to perform.
- 15.7: Liability Insurance. The Township shall furnish liability insurance which shall be designed to protect the officers from personal liability for actions arising out of the course of their employment. Said policy is incorporated herein by reference, and the term of said policy shall control. To the extent of the coverage provided, said policy will guarantee an adequate defense for the officer, if sued, and will provide a source of funding for any judgment rendered against an officer.

ARTICLE 16. WORKERS' COMPENSATION

- 16.1: Workers' Compensation. In cases where an employee is approved for Workers' Compensation for an injury sustained while working the employee shall be compensated as follows:
 - A. In cases where an employee is approved for Workers' Compensation, the Township will supplement the difference between Workers' Compensation benefits and normal weekly earnings (excluding overtime) without charge to sick leave or vacation, on the following basis:
 1. For a period of up to one hundred and four (104) weeks where an employee received injury as a result of an assault or by way of a weapon (not self-inflicted).
 2. For a period of up to twenty-six (26) weeks, all other cases of Workers' Compensation.
- 16.2: In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse the Township for the amount received as sick leave compensation and the Township shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 17. PROBATIONARY PERIODS

- 17.1: When a new employee is hired in the unit, he may be considered as a probationary employee for the first twelve (12) months after obtaining MCOLES certification. Trained, new employees shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including but not limited to rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this contract. In the event of discharge and/or discipline of an officer in probationary status, the Union may represent said officer, but neither the officer nor the Union may process any grievance arising out of disciplinary or discharge action to the arbitration step of the grievance machinery.
- 17.2: The Township will notify all probationary employees monthly, in writing, advising them of their manner of performance and their general overall acceptability to law enforcement.

ARTICLE 18. LONGEVITY

- 18.1: The Township agrees to pay longevity according to the following schedule:
- | | |
|------------------------------------------|------------|
| Five (5) through nine (9) years | \$320.00 |
| Ten (10) through thirteen (13) years | \$640.00 |
| Fourteen (14) through sixteen (16) years | \$960.00 |
| Seventeen (17) years or more | \$1,280.00 |
- 18.2: Said additional annual payments shall be paid in a lump sum at the first regular pay period following achievement of the scheduled anniversary date which makes the employee eligible for the longevity payment. For purposes of computation, years of service shall be measured from the first day of employment with Meridian Township.
- 18.3: In the event of split, interrupted or non-continuous service, longevity computations shall only be based on the last period of continuous service to the Township.

ARTICLE 19. EDUCATIONAL INCENTIVE PAY

- 19.1: Any officer holding a two-year Associate's degree, or who has accumulated sixty (60) semester (ninety [90] term) hours toward a Bachelor's degree, both of which must be in law enforcement or a related field, shall receive an education bonus of \$.52 per hour.
- 19.2: Any officer holding a Bachelor's degree in law enforcement, or related field, shall receive an educational bonus of \$.81 per hour.
- 19.3: The educational bonus hourly rate will be removed from the base wage for all wage adjustments and thus will not be affected by any future wage increases.
- 19.4: The educational increments specified above shall commence upon receipt by the Township of a certified transcript of hours or receipt of a transcript indicating award of a qualifying Bachelor's degree.
- 19.5: If an officer desires to attend an institute of higher learning and enrolls in the law enforcement field, or a related field, they shall submit in writing to the Chief their preference

for a shift in order to continue to attend classes. The employee will be given due consideration depending upon seniority and/or manpower limitations with such a request.

- 19.6: An officer may, with thirty (30) days advance notice, take an educational leave for one (1) term or semester (without pay and without loss of Township benefits) provided the officer signs a letter of understanding to remain in the employ of the Township for one year from the date they return from their educational leave.
- 19.7: The Township reserves the right to credit outside experience in determining placement of a new officer on the salary schedule. Any placement outside the normal shall be revealed to the Union in writing.

ARTICLE 20. PENSION AND RETIREMENT

- 20.1: Each officer shall receive pension benefits in accordance with the Municipal Employee Pension System (MERS) plan.
- 20.2: In cases of pension, the terms of the actual plan shall control.
- 20.3: Effective July 1, 1996, the Employer shall implement the Michigan Employees Retirement System B-3 Program with the 50/25 rider. Each officer shall contribute 3.5% of their gross pay to the cost of the plan. The employee's contribution will be reduced to 2.5% of their gross pay effective December 31, 1998. The Employer shall pay the remaining cost, if any, of the retirement plan.
- 20.4: Effective January 1, 2000, the Employer shall implement the Municipal Employees Retirement System (MERS) B-4 Program with the 50/25 and E2 riders. Each officer shall contribute 6.5% of their gross pay to the cost of the plan. The employee's contribution will be reduced to 4.5% of their gross pay effective January 1, 2002. The Employer shall pay the remaining cost, if any, of the retirement plan.
- 20.5: Effective December 1, 2005, the pension multiplier shall be increased to 2.75%. Employees shall pay, through payroll deduction, the cost of the difference between 2.50% and 2.75% as determined by a supplemental actuarial valuation provided by MERS. Effective January 1, 2007, each officer's contributions shall be reduced to 8.29% from the previous contribution of 8.79%.
- 20.6: Effective December 1, 2005, the Employer shall provide at no cost to the employees, Benefit Program D-2 for situations related to duty disability.
- 20.7: Effective December 1, 2005, the Employer shall provide, at no cost to the employees, the FAC-3 program.
- 20.8: Employees hired on or after January 1, 2020 shall receive both:
 - 1. A MERS defined benefit plan with a multiplier of 1.75 for all service to the Township, F55/25, FAC-3, D-2 rider. FAC shall include base wages and no more than 240 hours of any other compensation at straight time (e.g. overtime, vacation holiday, or other eligible wages). The employee pension contribution shall be an 8.29% pretax employee contribution of gross pay, payable through payroll deduction.

2. A defined contribution plan with employer contribution of 10% of base wages, no employee contribution, and 5-year cliff vesting.

ARTICLE 21. SICK LEAVE

- 21.1: Advance Sick Time. Upon hiring, each officer shall be entitled to an advance credit of eighty (80) hours of sick leave, said sick leave to be used for absences caused by illness or physical disability, as hereinafter defined.
- 21.2: Use of Sick Time. Each hour of sick time used shall be charged against member's sick bank.
- 21.3: Accumulation. Each officer shall accumulate sick leave hours at the basic rate of eight (8) hours per calendar month after the tenth (10th) month of employment. Said hours shall be allowed to accumulate up to a maximum of eight hundred (800) hours. Effective January 1, 1994, said hours shall be allowed to accumulate up to a maximum of one thousand forty (1040) hours.
- 21.4: Paid Upon Separation. The Township shall compensate the employee for twenty-five (25%) percent of total accumulated sick leave based on their base salary upon separation or retirement.
- 21.5: Supplemental Pay. In the event that an officer is unable to work because of illness, injury, or other physical disability, he shall receive full pay for those hours missed to the extent of their accumulated sick leave. Absence due to injury or illness incurred in the course of the officer's employment shall be reimbursed by the Township from the officer's accumulated sick leave to the extent that the net salary of the officer exceeds the disability benefits provided by the Workers' Compensation Law. To the extent that the Township makes payment to an officer for that portion of their salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged pro-rata against the officer's accumulated sick leave days, except as provided in Article 16, Workers' Compensation.

In the event an officer is unable to work because of illness, injury, or other physical disability, he shall receive full pay for those hours missed to the extent of their accumulated sick leave. Absence due to injury or illness incurred in the course of the officer's employment shall be reimbursed by the Township from the officer's accumulated sick leave to the extent that the normal weekly take-home pay (excluding overtime) of the officer exceeds the disability benefits provided by the Workers' Compensation Law. To the extent that the Township makes payment to an officer for that portion of their salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged against the officer's accumulated sick leave days, except as provided in Article 16, Workers' Compensation.
- 21.6: No officer, while unable to work because of illness or disability, shall be allowed to draw any sum in excess of their net weekly salary from insurance proceeds or sick leave provided by the Township. To the extent that the Township is reimbursed by insurance sources for payments made to the officer unable to work because of illness or disability, the accumulated sick leave of the individual officer shall not be charged.
- 21.7: An officer who is unable to work because of personal illness or disability and who has exhausted all sick leave available, and who may or may not be receiving accident and sickness income protection afforded by the Township, may be granted a leave of absence without pay

for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon decision of the Township Board. An officer on leave of absence shall not be entitled to advancement on the salary scale or the accumulation of additional sick leave days.

- 21.8: In the event of illness on the part of an officer where the officer has exhausted their sick leave and will not be presently reimbursed by any insurance programs provided by the Township, the other officers may, upon request and approval of the Chief, provide substituted service from within the rank of regular employees for the absent officer. The Township, if the Chief allows such a practice, assumes no liability for extra pay for those officers who participate, and all substituted work shall be on a purely voluntary basis. The refusal of the Chief to allow such a practice shall not be subject to a grievance.
- 21.9: The Township reserves the right, at any time, in the event of extended or frequent illness, to require a physical examination of an officer. The examination shall be paid for by the Township and the physician shall also be selected by the Township.
- 21.10: Sick Leave Payout. When an employee has accumulated a minimum bank of 500 hours at the beginning of each of the contract years, they shall have the option to sell back to the Township up to fifty (50) hours of unused sick leave each contract year. The employee shall be paid for any sick leave sold back to the Township at their current hourly rate of pay. Payment shall be made on the first pay period after the contract year's end. Employees hired on or after January 1, 2017 are not entitled to the sick leave payout provided in this section.
- 21.11: Officers may use sick leave in accordance with the eligibility criteria of Section 4(a)-4(d) of the Michigan Paid Medical Leave Act (Public Act 338 of 2018, as amended). An officer shall be entitled to utilize sick leave when their presence is required because of illness/injury of their spouse, child, or parents, when these family members are living under the same roof as the officer, substantiated upon request, by a doctor's written statement that the officer needs to be home. Where there are two (2) working parents in the household, the selection of a person to stay home to care for sick family members shall be distributed equitably.

ARTICLE 22. MEDICAL EXAMINATIONS

- 22.1: In addition to other rights contained herein to require physical examinations, the Township shall require every officer to take a physical examination by a physician selected by the Township at least once each year, during the months of September or October. The cost shall be assumed by the Township.
- 22.2: The Township, for just cause, may also require an officer to submit to a psychological and psychiatric examination, said cost to be assumed by the Township.
- 22.3: If the officer chooses to go to their own physician, the Township shall pay the going Township physician's rate to the officer's physician for a physical exam. The officer shall take the physical (if their own doctor is used) on their own time. The Township shall receive the medical report of examination which shall be on a form provided by the Township.

ARTICLE 23. PHYSICAL FITNESS TESTING

- 23.1: Each employee shall, as scheduled by the Township during the month of September, participate in a physical fitness test as outlined below, unless excused from participation by

a physician's certification. Employees who successfully complete the PT test by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a three hundred (\$300) dollar incentive bonus payment at the next pay period following completion of the test. Those employees successfully completing less than all three (3) events shall receive one hundred (\$100) dollars for each event successfully completed.

23.2: Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.

23.3: Personnel participating shall receive compensation.

23.4: Events. The physical fitness test shall consist of three (3) events; push-ups with a two-minute time limit, sit-ups with a two-minute time limit, and a two-mile run.

A. Push-ups. Push-ups shall be done with palms of the hand flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal; it is not necessary to touch the chest, chin, or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back shall constitute one repetition.

B. Sit-ups. Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two minute duration.

C. Run. Run shall consist of traversing a measured two-mile distance within a time period.

23.5: Scoring. Minimum acceptable scores are as follows:

Age	Pushups Men/Women	Situps Men/Women	Run Men/Women
18-25	40/18	40/27	17:55/22:14
26-30	38/15	38/25	18:30/22:29
31-35	33/14	36/23	19:10/24:04
36-39	32/13	34/21	19:35/25:34
40-45	30/12	32/19	20:00/26:00
46-50	28/11	30/17	21:00/27:00
51-55	26/10	28/15	22:00/28:00
56-60	24/09	26/13	23:00/29:00

ARTICLE 24. VACATIONS

24.1: Each officer shall become eligible for a vacation with pay, in accordance with the following schedule.

One (1) thru three (3) years	10.3 hours per month
Four (4) thru six (6) years	12.0 hours per month
Seven (7) thru ten (10) years	14.5 hours per month
Eleven (11) thru fifteen (15) years	15.3 hours per month
Sixteen (16) years and over	17.0 hours per month

24.2: The maximum accumulation of annual vacation leave is 200 hours. No accumulation of annual leave shall be authorized or credited in excess of 200 hours. It is the employee's responsibility to plan vacation to avoid a forfeiture situation. Township Manager, or appointed representative, may waive the maximum accumulation of vacation time upon written request of the employee.

24.3: Effective April 1, 2018, selection of first vacation period shall be done by seniority with each officer with the current shift that the officer is assigned selection one vacation period. Then in the same manner a second selection of vacation period shall take place. Subsequent selections shall follow the same procedure.

Officer's first and second vacation schedules shall be honored, regardless of changes to the officer's shift, so long as the change was not caused by the officer and the vacation was picked by seniority as referenced above.

24.4: In the case of a tie, the Chief shall make the determination. Requests for special leave for the purpose of reducing accumulated annual leave to avoid forfeiture will be granted only when convenient to the department. The decisions of the Chief on vacation periods shall not be the subject of a grievance, and the Chief may refuse vacation time when, in their opinion, the vacation would interfere with the efficient operation of the department.

24.5: Vacation schedules shall be conspicuously posted on or before April 15th of each year. If the employee has not selected a vacation period by April 15th, their privilege of exercising rank or seniority will be forfeited. Generally, vacation periods in excess of three (3) calendar weeks will not be approved.

24.6: Upon death, retirement, resignation, or discharge, the Township will reimburse each officer, officer's spouse, or officer's estate, for earned but unused vacation hours. In determining hours earned, all months prior to the month of termination shall be credited on a pro-rata apportionment, and then shall be credited for the month of termination.

ARTICLE 25. PASS DAYS OR LEAVE DAYS

25.1: Definition. Because officers are required to work regardless of calendar weekends, i.e. Saturdays and Sundays, the Township grants days off in lieu thereof and refers to these as "Pass Days".

25.2: How Earned. Officers covered by this contract shall earn pass days each month that they are employed and shall be guaranteed 156 pass days per year on a 4-40 schedule and 104 pass

days per year on a 5-day, 8-hour per day work week. In the event of mixed schedules, an officer shall earn their pro-rata share of pass days based on the above formula.

- 25.3: Changing of Pass Days. Officers may change pass days after posting of a schedule upon receipt of permission of the Chief. Permission shall not be unreasonably withheld. No officer working on a voluntarily exchanged pass day shall be entitled to overtime because of working on that day.

ARTICLE 26. BEREAVEMENT LEAVE

- 26.1: If a death occurs among members of an officer's immediate family, the officer will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the date of death until after the funeral, but not more than a total of three (3) days. Such leave shall be taken within 60 calendar days of the date of death. At the discretion of the Chief, an employee may, under extenuating circumstances, be provided with additional time off. All days in excess of three (3) days taken shall be charged to sick leave.
- 26.2: The immediate family shall be interpreted as including spouse, child, step-child, father, mother, sister, brother, step-siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, grandmother-in-law, and grandfather-in-law.
- 26.3: One (1) day, the date of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, and niece. At the discretion of the Chief, an employee may, under extenuating circumstances, be provided with additional time off. All additional days shall be charged to sick leave.
- 26.4: The Township is to be notified immediately of a death in the family and the extent of the expected absence of the employee.
- 26.5: One (1) vehicle with officer may be released to attend a funeral of any officer killed in the line of duty in the Tri-County area (Ingham, Clinton or Eaton Counties) who are personally known by the officers of the bargaining unit. Time off will be without pay.

ARTICLE 27. HOLIDAYS

- 27.1: All road personnel officers shall be compensated for holidays in the following manner:
- A. Holidays shall be defined as:

January 1 st	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday (Half Day)	Day after Thanksgiving
Memorial Day	December 24 th
Juneteenth	December 25 th
4 th of July	December 31 st

On the half-day holiday, officers shall be paid for any hours worked between midnight and midnight of the holidays as follows: One-half (1/2) of the hours

worked shall be paid at one and one-half (1½) rate and one-half (½) of the hours worked shall be paid at the straight time rate.

- B. Payments shall be calculated as follows: The number of holidays times the officer's hourly rate of pay times eight (8) hours.
- C. This amount of holiday bonus shall be paid in one (1) lump sum on the last pay period in November.

27.2: If an officer is required to work on a holiday the officer will be compensated at time and one-half (1½) rate in addition to holiday pay.

27.3: Non-road personnel shall also receive the holidays as defined in Section 27.1.A and shall be compensated in one of the following ways:

- A. The officer shall receive their daily rate of pay plus the day off.
- B. If a holiday falls on another scheduled day off, i.e. a weekend, the member will be provided with another day off. This will insure that the member receives all allowable leave days and holiday time.
- C. If a holiday falls on a regularly scheduled day off and the officer is required to work, the officer will be compensated at time and one-half (1½) rate in addition to holiday pay.

ARTICLE 28. UNIFORMS, CLOTHING, AND EQUIPMENT

28.1: The Township agrees that the following items shall be issued to each officer:

UNIFORM MEMBERS:

3 pair summer pants	1 set handcuffs
3 pair winter pants	1 service handgun
1 winter jacket	1 second handgun
3 shirts - long sleeve	1 handgun holster
3 shirts - short sleeve	1 handcuff case
3 ties	1 spare magazine carrier
1 raincoat	2 spare handgun magazines
1 summer hat	1 soft body armor vest
1 winter hat	1 whistle
1 each of hat, shirt & wallet badges	1 whistle chain
1 name plate	2 collar ornaments
1 tie clasp	1 pair summer shoes
1 garrison belt	1 pair winter shoes or boots
1 Sam brown belt	1 portable radio carrier

28.2: The type and style of the equipment shall be at the discretion of the Township. The Township reserves the right to inspect all issued equipment at any time the officer is on duty.

28.3: Each Township-owned patrol vehicle shall be equipped with one (1) shotgun in a locking rack.

28.4: Any officer required to use ordinary street clothes as part of their duties shall receive a clothing allowance, provided said officer provides evidence of purchase. Said clothing

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allowance shall be in the sum of six hundred fifty (\$650.00) dollars. Clothing allowance is payable fifty (50%) percent on June 1 and fifty (50%) percent on December 1, providing the items were purchased within the calendar year and the officer provides evidence of said purchase.

28.5: All officers who are not investigators must use ordinary street clothes for performance of police duties, the individual assigned duties requiring use of ordinary street clothes shall be compensated for clothing based upon the following scale:

1 day/week/year	= 20%	6 months	= 50%
1 month	= 8%	4 days/week/year	= 80%
2 months	= 16%	7 months	= 58%
2 days/week/year	= 40%	8 months	= 66%
3 months	= 25%	9 months	= 75%
4 months	= 33%	10 months	= 83%
3 days/week/year	= 60%	11 months	= 92%
5 months	= 41%	12 months	= 100%

28.6: Cleaning. The Township will arrange a suitable schedule for cleaning of uniforms, as the Township determines and at the Township's expense. Employer shall pay for the cleaning of investigators' work-related clothing restricted to shirts/blouses, ties, pants, suits, and jackets.

28.7: Safety of Employees. In the selection, procurement, and issuance of equipment, due consideration will be given to the safety of the officer.

28.8: Protective Screens. All marked, semi-marked, and Court Services officer's cars shall be equipped with a suitable protective screen placed between the rear and front seats. All patrol cars shall be equipped with suitable spotlights in the discretion of the Township.

28.9: Mobile Radios. All patrol cars shall be equipped with portable mobile units for the safety of the officers.

28.10: Employees may be charged, not to exceed the Employer's original costs and considering appropriate depreciation for normal fair wear and tear, for personally assigned items of uniform and equipment that are not returned upon request prior to the employee's termination from employment. Substantiated charges may be deducted from the monies due the employee at the time of termination.

Prior to termination, lost and/or damaged personally assigned uniform and equipment item cases (major equipment items such as patrol cars are not intended to be included) shall be heard by the Board of Survey. Damages assessed by the Board of Survey, if approved and as modified by the Township Manager, may be deducted from the monies due the employee at the time of termination. The decision by the Board of Survey and the Township Manager may be subject to the grievance procedure beginning at the Manager's step in the grievance procedure.

Added for Clarification: Other equipment losses will be handled during the course of employment on an occurrence basis.

28.11: Employees may choose to purchase a Department authorized handgun to carry on-duty as a second weapon and receive a one-time payment of \$200 to be used toward the purchase, or

they may utilize the Department owned Glock Model 27. The employees who participate in this program forfeit their right to receive a second weapon from the employer under Article 28.1. For those employees who do not choose to purchase their own second weapon, the Department will continue to provide the Glock Model 27 as a second weapon.

ARTICLE 29. OBLIGATION FOR CONTINUANCE OF SERVICE: NO STRIKE CLAUSE

- 29.1: The Union recognizes that the cessation or interruption of services by officers as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and the officers agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any officer or group of officers.
- 29.2: Any officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of participation may be the subject to a grievance.

ARTICLE 30. MISCELLANEOUS

- 30.1: Special Meetings. The Township and the POAM agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days after the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.
- 30.2: Meeting. The Union representatives may meet at a place designated by the Employer, on the Employer's property for a period not to exceed one-half (½) hour immediately preceding a meeting.
- 30.3: Special Meeting. Local Union stewards attending special meetings will be paid by the Township for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.
- 30.4: Expenses While on Duty. Officers shall receive their out-of-pocket expenses necessarily and actually incurred in the performance of their duties, provided such expenses are approved by the Chief.
- 30.5: Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform their regular job, the Township will make every effort to place the employee in a position that he is physically and mentally able to perform. The employee's status shall be reviewed annually.
- 30.6: Maternity Benefits. Maternity benefits shall follow federal guidelines.

- 30.7: Training. The Township shall provide training for all officers at the rate of two (2) hours per month. Training hours may be accumulated at the discretion of the Chief. Attendance shall be mandatory except when an officer is on vacation or sick leave. Off duty personnel shall be compensated at time and one-half (1½).
- 30.8: Lockers. Every officer shall be assigned a full-length locker capable of holding standard police equipment and personal gear. The lockers will be placed in a separate and distinct room with adequate ventilation.
- 30.9: Automobile Purchasing. In the procurement of motor vehicles for conventional patrol purposes, the Township shall continue their past practices of purchasing vehicles reasonably related to the safety of the officers and the performance of the officers' duties.
- 30.10: Use of Personal Auto. Officers required by the Chief to use their personal automobile for Township purposes other than traveling to and from work, shall receive reimbursement at the standard per mile rate paid by the Township plus parking.

ARTICLE 31. SUCCESSOR MUNICIPALITY

- 31.1: If the Township succeeds to another form of municipal government, or chooses to merge with one (1) or more municipal governments for the providing of police service, or contracts with another municipality to provide police 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.

ARTICLE 32. WAIVER

- 32.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. 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 re-opened on any item, whether contained in this Agreement or not, during the life of this Agreement, except as specifically contained in this Agreement or mutually agreed to.

ARTICLE 33. DURATION

- 33.1: This Agreement shall become effective as of January 1, 2023, and continue in effect until and including December 31, 2026, and shall continue for yearly periods from year to year thereafter unless either party shall give to the other written notice of intention to terminate, modify, or amend such contract at least ninety (90) days prior to the expiration date or yearly extended date.

33.2: All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement or until a new Agreement is agreed upon.

33.3: IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this ____ day of June 2023.

ARTICLE 34. FIRST RESPONDERS

34.1: Effective January 1, 2018, bargaining unit members who obtain or maintain a “Medical First Responder” certification shall receive a five hundred dollars (\$500) annually. The payment shall be made each year in the first pay period in December.

ARTICLE 35. EMPLOYEE RECOGNITION AND HAZARD PAY

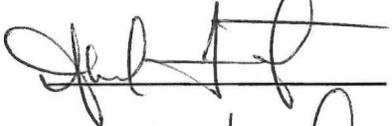
35.1: To engage employees and improve employee morale, the Township may hold employee recognition activities or events, including but not limited to Employee Appreciation Week picnics and related events, holiday parties, issuance of employee recognition awards and/or payment, such as the Archie Virtue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

35.2: At the sole discretion of the Township Manager, with concurrence from the Township Board, the Township shall compensate members for hazard pay.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 30th day of June 2023.

IN THE PRESENCE OF:





CHARTER TOWNSHIP OF MERIDIAN

By: 

Patricia Jackson, Township Supervisor

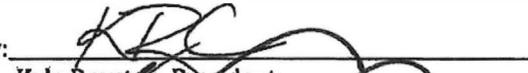
By: 

Deborah Guthrie, Township Clerk

IN THE PRESENCE OF:

Becky Payne


**POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)
MERIDIAN TOWNSHIP POLICE OFFICERS UNIT**

By: 

Kyle Royston, President

By: 

Kenneth Grabowski, Business Agent (POAM) 6-28-23

APPENDIX "A" WAGE SCALE

The following base wage rates shall be effective for all classifications covered by this Agreement on the dates listed below. Employees who are at step 5 effective the pay of February 24, 2023 shall be moved to the newly added step 6.

	<u>1/1/23</u> 2%	<u>2/24/23</u> 1% + Add Step 6 (5%)	<u>1/1/24</u> 3%	<u>1/1/25</u> 3%	<u>1/1/26</u> 3%
Step 1 (Start - 1 Year)	\$24.00	\$24.24	\$24.97	\$25.72	\$26.49
Step 2 (1 - 2 Years)	\$25.70	\$25.96	\$26.74	\$27.54	\$28.37
Step 3 (2 - 3 Years)	\$27.40	\$27.67	\$28.50	\$29.36	\$30.24
Step 4 (3 - 4 Years)	\$30.86	\$31.17	\$32.11	\$33.07	\$34.06
Step 5 (4 - 5 Years)	\$32.51	\$32.84	\$33.83	\$34.84	\$35.89
Step 6 (5+ Years)	NA	\$34.48	\$35.51	\$36.58	\$37.68

Effective January 1, 1994, patrol officers will receive additional compensation for the following assignments:

Investigator - 4% added to appropriate step of the person(s) assigned by the Police Chief to this position(s).

Court Services Officer - 3% added to the appropriate step of the person assigned by the Police Chief to this position.

The Police Chief reserves the right to assign and rotate investigators.

Direct deposit shall be mandatory for all payments made through the payroll system. Reimbursements may still be through regular checks.

Longevity and other bonus checks will not be made on a separate check.