



AGREEMENT

By and Between

THE CHARTER TOWNSHIP OF MERIDIAN

and the

PROFESSIONAL SUPERVISORY ASSOCIATION

**TECHNICAL, PROFESSIONAL AND OFFICeworkERS ASSOCIATION OF
MICHIGAN (TPOAM)**

Effective Date: January 1, 2023

Termination Date: December 31, 2025



Meridian Charter Township/TPOAM Professional Supervisory Association (2023-2025)

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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 Professional Supervisory Association bargaining unit (hereinafter referred to as the "Association").

PURPOSE AND INTENT

The general purpose of this Agreement is to fix basic wages, hours, working conditions and a method of adjusting disputes, and to promote orderly and peaceful labor relations.

It is also the purpose of this Agreement to promote the mutual interests of the Township and its employees and to provide for the operation of the services provided by the Township under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, protection of property and avoidance of interruptions to production.

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.

The parties acknowledge the existence of Public Act 436 of 2012, Local Financial Stability and Choice Act, as amended ("the Act"). Such acknowledgment 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 Act's validity, such as: the appointment of an emergency manager, the Act itself, or any action of an emergency financial manager that rejects, modifies, or terminates this collective bargaining agreement. The parties understand that, under the Act, an appointed emergency financial manager may reject, modify, or terminate any terms of this Agreement. This Section shall immediately become null and void if the Act is stayed, reversed by referendum, or voided by a financial decision of the Michigan Court of Appeals, Michigan Supreme Court, or Federal Court.

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 Township does hereby recognize the Association 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 Township included in the bargaining unit as described below:

All supervisory professional employees including: Principal Planner, Senior Planner, Township Engineer & Deputy Director of Public Works & Engineering Township, Building Official, Associate Planner, Senior Project Engineer, Project Engineer, Records Division Supervisor, Communications Manager, Department of Public Works Superintendent, and Parks & Land Preservation Superintendent, excluding all non-supervisory employees, department directors, part-time employees, casual and temporary employees.

The Township agrees it will not use part-time, temporary and casual employees to replace existing bargaining unit employees.

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Article 2. MANAGEMENT RIGHTS

The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign, and lay off employees, to reduce the work week or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees not included in a bargaining unit to assist in performing bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (I) to establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise, and enforce reasonable work rules and carry out cost and general improvement programs; (n) to transfer, promote and demote employees from one classification, department or shift to another for just cause; (o) to select employees for positions and to determine the qualifications and competency of employees to perform available work; (p) to determine the amount of overtime to be worked; (q) to relieve employees from duty because of lack of work.

The Township agrees that the rights of the Association are specifically listed herein, that all subjects not specifically listed herein are retained by the Township. It is recognized by the parties that Article 2 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 3. ASSOCIATION SECURITY

Section A. The parties of this Agreement hereby affirm their adherence to the democratic principles of free, uncoerced choice and agree that they shall not discriminate against any employee based on their choice to join or refrain from joining the Association.

Section B. The parties hereby agree that all current employees covered by this Agreement and all new employees hired, rehired, or transferred into the bargaining unit, on or after their 30th day of employment or the execution date of this Agreement, whichever comes first, shall be given the opportunity to voluntarily elect whether or not they desire to join the Association or to refrain from

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joining. The Association, upon written request not later than the 40th day following an employee's hire date or the date of execution of this Agreement, whichever comes first, shall be permitted to have a thirty (30) minute interview with such employee on the Township's premises for the purposes of recruiting the employee; provided, however, that no employee shall be compelled to attend such interview by either party.

Section C. During the life of this Agreement, the Township will deduct dues or fees according to the terms of the authorization form(s) submitted by employees covered by this Agreement.

Section D. Previously signed written authorizations shall continue to be effective as to current employees and as to reinstated employees for the life of this Agreement, unless such authorization is revoked by an employee.

Section E. The Township will deduct current dues or fees from the pay of the employees for the second pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the immediate subsequent pay period.

Section F. The Township will deduct from the pay of employees in any month only the dues incurred while an employee has been in the employ of the Township and only such amounts becoming due and payable in such month.

Section G.

(1) In the event that a refund is due any employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of each employee to obtain appropriate refund from the Association.

(2) The Association shall indemnify and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

Section H. All sums deducted by the Township shall be remitted to the Association as designated by the Association to the Township in writing.

Section I. The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Association.

Section J. The Association agrees that at no time will it solicit dues or fees of any kind on Township time.

Section K. Membership Audits. The employer will not more than twice a year, upon request of the office of POAM Membership Accounts, provide the following information on all employees covered by the recognition clause of this agreement. The following information will be treated as confidential and not released outside of the POAM offices. Its use will be used exclusively for accounting purposes.

- | | |
|-----------------------------------|----------------------------|
| 1. Name | 3. Email address |
| 2. Current address & phone number | 4. Union membership status |

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Article 4. ASSOCIATION REPRESENTATION

Section A. There shall be one Association representative, designated by the Association, as Association Chairperson and an alternate Chairperson who shall represent the employees covered by this Agreement.

Section B. The Association shall notify the Township in writing of the name of the Association Chairperson and alternate Chairperson, who will serve only in the absence of the Association Chairperson. The Township shall not be required to recognize or deal with any employee on Association matters other than the Association Chairperson or the alternate.

Section C. The Association Chairperson or alternate Chairperson, during their working hours, without loss of time or pay may investigate and present grievances to the Township during working hours, provided the Association representative has received approval from their immediate supervisor, or designated Township representative, prior to leaving their job site, and must report back to the immediate supervisor, or designated Township representative, upon completion of their part in the grievance procedure. The supervisor, or designated Township representative, will normally grant approval and provide sufficient time for the Association's representative to leave their work for these purposes, so long as it is not unduly disruptive to the Township's operation.

Section D. The Association in contract negotiations may be represented by employees in the bargaining unit, not to exceed two (2). Such employees shall be selected in any manner the Association desires. The Association shall designate said employees in writing to the Township. If bargaining by the parties commences during the regular work day, members of the Bargaining Committee (2 employees) shall be paid by the Township for all hours spent in negotiations in the event they are scheduled to work during a bargaining meeting. The employee shall return to work after negotiations have terminated provided there is time left in the normal work schedule. The Employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of the employee's working day.

Article 5. SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Association Chairperson and the Township or its designated representative, upon the request of either party. Arrangements for such special conferences shall be agreed upon in advance. The member of the Association shall not lose time or pay for time spent in such special conferences during the working hours.

Article 6. GRIEVANCE PROCEDURE

The parties, by mutual agreement, may extend the time limits provided for in the grievance procedure. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them due to an alleged violation of the terms of this Agreement. Grievances are limited to matters of interpretation or application of expressed provisions of this Agreement. At each step of the grievance procedure the grievant and the Association representative shall sign the grievance and shall exchange signed and dated copies of the grievance with the recipient on the Township's behalf. Grievances must be presented within seven (7) calendar days after the date of their occurrence, or seven (7) calendar days from the date on which the conditions causing the grievance becomes known.

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The grievant may consult with the Association Chairperson prior to the filing of a grievance and participate in the grievance hearings without loss of time or pay, and may have representation at any step in the grievance procedure.

Step 1. A grievance shall be reduced to writing and discussed with the department director of the employee filing the grievance. The department director, after receipt of the written grievance, shall attempt to resolve the issue by responding to the employee and the Association Chairperson in writing within seven (7) calendar days.

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 Human Resources Director and Association Chairperson shall schedule a meeting within ten (10) calendar days to discuss the Association's appeal. The Township Manager shall render a written decision within seven (7) calendar days after the meeting with the Association Chairperson.

Step 3. If, at any of the first two steps of this procedure, the grievance is not continued by the employee and the Association to the proceeding step within the time limits imposed by this Agreement, the grievance will be considered to be resolved according to the Township's last answer. If the Association 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 Association 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 Association and the Township mutually agree to the following panel of arbitrators for the purpose of hearing all grievance arbitrations during the term of this Agreement:

1. Doyle O'Connor
2. Edward Plawecki
3. Deborah Brodsky
4. Michael Long
5. Charles Ammerson

Arbitrators on the panel shall be assigned a grievance arbitration case on a rotating basis with the arbitrator listed first as the one who will hear the first case. If an arbitrator on the panel is not able to hear a grievance arbitration case, within two (2) calendar months, the next arbitrator on the list of arbitrators shall be assigned to the case. Upon mutual agreement of the parties, an arbitrator may hear more than one case at a time.

An arbitrator may be removed from the list by the written consent of the parties during the term of this Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide cases already assigned to them. Upon removal of an arbitrator, the parties shall meet within thirty (30) calendar days to attempt to mutually agree upon another arbitrator to replace the arbitrator removed. A newly selected arbitrator shall be placed on the list in the place of the removed arbitrator.

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.

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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, 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 both parties.

Article 7. COMPUTATION OF BACK WAGES

No claim for back wages nor any award of an arbitrator under Article 6 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 8. SENIORITY

Section A. A regular full-time employee's seniority shall date from their most recent starting date of full-time employment within a classification in the bargaining unit.

Section B. Seniority of part-time employees who become full-time employees in the same classification shall be prorated and accumulative.

Section C. Seniority shall be by individual classification. Employees changing classification within the unit shall have their seniority frozen in that classification as of the day they left that classification.

Article 9. PROBATIONARY EMPLOYEES TRIAL PERIODS

Section A. Employees hired into the unit shall serve a probationary period of one (1) year, uninterrupted by a service break of one month or greater during which time they will be termed "probationary employees".

Section B. The Association 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 Association activity. Probationary employees are employees at will and may be terminated from employment for any reason.

Section C. 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 day one (1) year prior to the day they complete the probationary period. There shall be no seniority among probationary employees.

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Article 10. NEW OR CHANGED CLASSIFICATIONS

Section A. If the Township exercises its right to establish, consolidate, or reclassify a bargaining unit position, it will notify the Association of such action. The Association shall have the right to bargain for wages, hours, and working conditions.

Section B. If the Township reduces a classification's regularly scheduled hours, to less than forty (40) hours per week, the present employee within that classification shall have the option to take the reduced hours or to take a layoff. Unit members accepting reduced hours shall remain a part of the unit.

Article 11. JOB POSTING

Section A. All positions in the unit authorized to be filled shall be posted a minimum of five (5) working days, unless agreed to by the parties' representatives. Postings shall be either placed in conspicuous places in the work area or disseminated via e-mail. The posting will include the job title, qualifications, salary range and location. Postings shall also indicate a closing date for applications. A copy of such postings will be forwarded to the Association Chairperson.

Section B. When the Township, in its sole discretion, determines an employee's qualifications and abilities are equal to or greater than those of other applicants, then incumbency and total bargaining unit seniority shall be the determining factor in awarding the position.

Section C. Employees applying for the position shall be advised of their status within 45 days of the close of applications from employees.

Section D. Employees denied the position shall be given written notice as to why they were not selected for the position.

Section E. Employees, if selected to fill the vacant position, shall serve a six (6) month trial period. If, in the sole discretion of the Township, the employee is determined unsatisfactory in the new position, they shall be returned to their former position. Employees determined unsatisfactory will be given written reasons for their denial.

Section F. If an employee, within the first three (3) months of their trial period, should find the new position unsatisfactory, they shall be allowed to return to the position they formerly held, and shall not be eligible for promotion for at least one (1) year from the date of return to their former position.

Section G. Employees selected to fill promotional positions in the unit will be moved to a position on the new position wage scale where an increase in salary is reflected. If the proposed increase in salary is deemed by the Township Manager/Human Resources Director to be minimal, they may move the employee to the next step of the wage scale.

Article 12. SENIORITY LISTS

The Township will maintain a seniority list showing date of hire, name and position of all employees entitled to seniority, and supply the Chairperson and alternate Chairperson with an up-to-date copy upon request. The Association 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.

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Article 13. LOSS OF SENIORITY

Section A. An employee's seniority and employment may terminate at the Township's sole discretion, if:

1. The employee quits.
2. The employee is discharged or terminated, unless reversed through the grievance procedure.
3. The employee fails to return as required in the Layoff and Recall Article.
4. The employee is absent from work for three (3) consecutive working days without notifying the Township, except when the failure to return to work is due to circumstances beyond the control of the employee.
5. The employee overstays a leave of absence except when due to circumstances beyond the control of the employee.
6. A settlement has been made with the employee for total disability, except when such disability settlement includes continued employment with the Township.
7. The employee retires.
8. The employee is laid off for a continuous period exceeding the length of their employment or twenty-four (24) calendar months, whichever occurs sooner.
9. The employee holds more than one (1) regular job wherein they are employed to exercise skills similar to those exercised for the Township, except that the Township will grant approval for dual employment unless such employment causes a possible conflict of interest for the employee.
10. The employee is convicted or plead guilty or nolo contendere to a felony.
11. The Employee is physically unable to work and has exhausted all sick leave, vacation or personal time and is not granted Family and Medical Leave or a Leave of Absence.

When an employee loses their seniority and is terminated, the employee will be notified in writing of the action. The Association Chairperson will also be notified of such action except for causes under 1, 6 and 7.

Article 14. LAYOFF AND RECALL

Section A. Seniority shall be applicable by classification as a factor along with skills, ability, performance, and work record. In layoffs and recalls the following order shall be followed; providing the employees who remain are capable of performing the work available:

1. Temporary employees.
2. Part-time employees.
3. Probationary employees.
4. Remaining employees within the classification affected shall then be laid off as specified in Section A of this Article.

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5. An employee laid off from a classification who has earned seniority in another classification in accordance with Section B of this Article may displace a less senior employee in another classification provided all other factors in determining a layoff are equal.

Section B. For purposes of layoff and recall, an employee who is transferred or has accepted a position with the Township in another classification will maintain their seniority in the original or previous bargaining unit classification. That seniority will be frozen at the level of seniority at which the employee left the classification.

Section C. The order of recalling of laid off employees from within a classification shall be in the inverse order in which the employees are laid off from that classification and shall be subject to the same conditions as layoff.

Section D. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Township's records and it shall be the obligation of the employee to provide the Township with a current address and telephone number. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days from receipt of notice or their employment may be terminated, except when failure to return is due to circumstances beyond the control of the employee. Such employee and the Association Chairperson shall be sent notification of such termination.

Section E. In the event a recall is necessary on less than three (3) days' notice, the Township may call upon the laid off employee(s) in inverse order of this layoff, either personally or by telephone, until an employee who is able to return to work immediately is located. In such cases, the employee who is able to return to work immediately will be given a temporary assignment to cover the period until the more senior employee, as determined by this Article, is able to return to work.

Article 15. DISCHARGE AND SUSPENSION

Section A. The Township shall not discharge or suspend any employee without cause.

Section B. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of a non-probationary employee, to notify, in writing, the employee and their steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. The Employer may, in its reasonable discretion, place an employee on paid administrative leave during an investigation.

Section C. The discharged or suspended employee will be allowed to discuss their discharge or suspension with the Association Chairperson 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, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

Section D. Appeal of Discharge or Suspension. Should the discharged or suspended employee or the Association consider the discharge or suspension to be improper, it shall be submitted to third step of the grievance procedure.

Section E. Use of Past Record. In imposing any discipline or discharge on a current charge, the Township will not take into account prior infractions which occurred more than three (3) years

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previously. However, such discipline may be referenced in a grievance proceeding if the employee had previously been disciplined for violation of the same or similar work rule or performance expectation. The Association retains the right to object to use of such past record.

Article 16. LEAVES OF ABSENCE

Section A. A leave of absence is a written authorized absence from work for not more than six (6) calendar months at a time and without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Township upon written request for such leave from an employee who shall state the reason for such leave upon their application. Only an employee who has worked continuously for the Township for one (1) year or more may be granted a leave of absence. Approval for any leave of absence must be in writing and signed by the Township Human Resources Director.

1. In no event shall the duration of an initial leave exceed six (6) calendar months. Extensions may be granted for just cause.
2. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. An employee may be required to provide periodic reports during the leave regarding the employee's status and intent to return to work.
3. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee may be disciplined up to and including termination without recourse.
4. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to in writing by the Township. Acceptance of unapproved employment with another employer while on a leave of absence shall result in immediate termination of employment with the Township without recourse to this Agreement.
5. Failure to return to work on the scheduled return date may be cause for termination except when the failure to return is due to circumstances beyond the control of the employee.
6. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Township.

Section B. General Conditions.

1. During a leave of absence of more than thirty (30) days, an employee will not accrue vacation, sick leave, personal leave days, nor will they earn time to be credited for salary purposes.
2. Seniority shall accumulate during an approved leave of absence and extensions thereof.
3. Any employee on a leave of absence, by written request, may continue at the group rates of the health, dental, vision and life insurance coverage provided by the Township. The employee will be responsible for reimbursing the Township for the total cost of maintaining their insurance. The continuation of insurance coverage during a leave of absence will be limited to the guidelines of the specific insurance carrier.

Section C. Upon return of an employee from a leave of absence, they shall be reemployed in their previous position.

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Section D. Any employee on a leave of absence for any reason, including but not limited to illness, who does not return to work within twenty-four (24) calendar months of leaving, or a period equal to the length of their employment with the Township, whichever is shorter, shall cease to be an employee, and their seniority shall automatically be terminated.

Section E. Any employee on a leave of absence for any reason, including but not limited to illness, may be required to take and pass a physical before they may return to work. Such physical, if requested, will be at Township expense.

Article 17. FAMILY and MEDICAL LEAVE

The parties mutually agree that employee entitlement to family medical leave pursuant to the federal Family and Medical Leave Act, as amended, and the Township's personnel policies regarding the same.

Article 18. HEALTH INSURANCE

Section A. The Employer shall provide each employee and eligible dependents with health insurance coverage selected through the Healthcare Coalition. The Association 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.

Section B. Subject to the selection of coverages by the Healthcare Coalition, the terms of any such coverage and the provisions of Public Act 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 will be made in January, and will cover January through December.

Section C. The Township reserves the right to substitute another plan and/or carrier of this coverage; the fundamental provisions of the present coverage will not be changed.

Section D. An employee who has dual medical insurance coverage may, at their option, elect to refuse medical insurance coverage provided by the Township. Such election shall be in writing. The Township shall pay any employee entitled to and refusing medical insurance coverage an amount equal to the current single monthly premium rate for each month not greater than \$375 per month in which medical insurance coverage is not provided.

Section E. Employer agrees to provide dental insurance to each employee and eligible dependents, subject to the applicable eligibility requirements of the policy.

Section F. Employer agrees to provide vision insurance to each employee and eligible dependents, subject to the applicable eligibility requirements of the policy.

Section G. Employees whose spouse is also employed by the Township may only be covered under one health insurance policy and are not eligible to receive a health insurance opt out payment.

Section H. Retiree Health Insurance Provisions. The Employer will make available health insurance coverage to retirees, and their spouse, who receive pension from the Township as follows:

1. Health plan will be the medical insurance plan offered to current employees in the unit; not including any contribution the Township may make to any type of account to fund

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- deductibles or other out-of-pocket expenses. If additional retiree plans are available they may be provided as an option, at the Township's discretion.
2. The employer may elect to change insurance carriers. However, there shall be no loss of benefits as a result of the change in carriers.
 3. If the retiree accepts other employment and health insurance is available and is provided by that employer, then the Township shall not be obligated to provide the retiree with health insurance coverage.
 4. 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.
 5. Should the retiree be covered with health insurance through their 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.
 6. 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.
 7. The entire cost for this coverage shall be paid by the retiree and/or their spouse.

Article 19. 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 20. ACCIDENTAL DEATH AND DISMEMBERMENT

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

Article 21. 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 22. WORKERS' COMPENSATION

An employee, who receives 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

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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 regular take home 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.

Simultaneous payment with Workers' Disability 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 Human Resources Director may be appealed to the third step of the grievance procedure.

Article 23. SICK LEAVE

Section A. Sick leave is defined as absence from duty because of illness, injury, or quarantine resulting from exposure to contagious disease, provided said injury or illness is not covered entirely by the Michigan Workers' Disability Compensation Act. Employees may use sick leave in accordance with the eligibility criteria of Section 4(1)(a)-(1)(d) of the Michigan Paid Medical Leave Act (Public Act 338 of 2018, as amended). Sick leave shall be available to be used by the employee for the employee's illness or the illness of their spouse, children, mother, father, brother, sister, grandparents, or those who functioned as "parents" for the employee during their pre-adult years. Sick leave may also be used if the employee's presence is needed at home to care for any of the above family members or in-laws, or grandchildren.

Section 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 at the beginning of their shift. All notice should be given as soon as possible to allow the departments involved enough time to make the necessary adjustments.

Section 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.

Section 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. Such certificate shall be produced before the employee is allowed to return to work.

Section E. Sick leave benefits will be earned at a rate of 8 hours per each calendar month worked. Sick leave can be accumulated up to a total of 880 hours. Each new employee shall be credited with an advance of 80 hours for sick leave purposes when accepting a position with the Township on a

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full-time permanent basis. After they have actually earned 80 hours, they will then continue to accumulate at the specified rate.

Section E. Upon resignation of employment, with proper notice under Article 32, 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 32, one half (1/2) of their accumulated sick leave will be contributed to the employee’s MissionSquare VantageCare Retirement Health Savings account. The employee must give proper notice of resignation or retirement under Article 32 to receive normal separation benefits and must not abuse sick leave during the final two weeks of their employment. Employees who are terminated, are not eligible for the benefits under this section.

Section G. Sick Leave Payout. Employees who accumulated a minimum bank of 500 hours as of January 1, 2020, and have at least 500 hours January 1 of each contract year shall have the option to annually sell back to the Township up to a maximum of twenty (20) hours of sick leave. 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. No other employees are eligible for this payout.

Article 24. BEREAVEMENT

Section A. In the event of a 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 personal or vacation leave. Any extenuating circumstances for leave other than defined above must be approved in advance by the department director. Immediate family is interpreted as including: spouse, child, stepchild, father, mother, sister, brother, stepsibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandparent-in-law, grandchild, stepfather, stepmother, half brother, and half sister.

Section B. One (1) day of bereavement leave, for the day of the funeral only, is allowed in the case of death of an aunt, uncle, nephew, or niece.

Article 25. HOLIDAY PROVISIONS

Section 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 | |

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Employees shall receive four (4) hours of holiday pay for Good Friday.

Section B. To qualify for Holiday pay, the employee must report for work on their regularly scheduled work days immediately preceding and immediately after the scheduled holiday, unless they are on vacation or are 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.

Section C. Employees whose last day of employment precedes a Holiday in the payroll period will not receive pay for the Holiday. This section shall not apply if a Holiday occurs during an employee’s approved vacation leave prior to the last day of employment.

Section D. If a holiday falls on Saturday, employees shall receive the Friday before off. If a holiday falls on Sunday, employees shall receive the Monday following off.

Article 26. VACATION

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

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

Section C. All vacation requests shall be submitted no later than two (2) weeks prior to the first date of use. Vacation leave will be subject to the approval of the Director. To the extent possible, individual preferences for vacation will be honored. All other factors being equal, seniority shall be the determining factor for vacation leave preference. Adjustments may be made with one (1) week prior notice to the Director. In addition, if a senior employee wishes to ask for or change a previous vacation, they will not be allowed to bump a less senior employee who has made an earlier request.

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

Article 27. JURY DUTY

An employee who is summoned and serves on Jury Duty will be paid the difference between their take home pay and their pay for Jury Duty.

Article 28. PENSION PLAN

Section A. The Township agrees to provide the mechanism for employees' participation in the Township’s Deferred Compensation Plan through MissionSquare (formerly ICMA-RC).

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Section B. MissionSquare 401a Pension Plan.

Employees are eligible to participate in a MissionSquare 401a Pension Plan with the following terms:

1. Immediate 100% vesting of Township contribution.

The Township shall contribute 10%, the employee shall contribute 3.5%, for a total contribution of 13.5%. Township contributions above 3% will be made at the sole discretion of the Township and are contingent on sufficient funds being available and budgeted each year. Any disputes regarding this provision will not be arbitrable.

2. Employee contributions are pre-tax.
3. Specific terms of the pension program are contained in the MissionSquare plan document, including but not limited to the retirement age of 60.

Section C. MissionSquare VantageCare Retiree Health Savings Plan

The Township shall implement the MissionSquare VantageCare retirement health savings (RHS) program. The Township will contribute 2% of base pay to be matched by employee's 1% pre-tax contribution. Immediate 100% vesting of Township contribution. Employee Benefit eligibility is designated at the date of separation. Death benefit allowed for surviving spouse and dependents to use for medical benefits. Unused sick leave must be contributed, as an additional employee match, upon separation or retirement.

Section D. MissionSquare 457 Plan

An annual contribution in the amount of two hundred and fifty dollars (\$250) will be made to each employee's Township MissionSquare 457 account.

Article 29. WORK HOURS, PAID WORK BREAKS & COMPENSATORY TIME

Section A. For employees in classifications covered by this Agreement, there shall be two (2) fifteen (15) minute paid rest breaks per day to be scheduled by the Township, to be preceded and followed by an extended work period.

Section B. For employees in classifications covered by this Agreement, there shall be a one (1) hour lunch period without pay to be scheduled by the Township as close to the middle of the work day as possible.

Section C. The normal work day shall be from 8 a.m. to 5 p.m., Monday through Friday, unless adjusted by the department director or Township Human Resources Director. If the Township Human Resources Director or department director alters the work schedule, there shall be a minimum of five (5) working days' notice. The Township may request employees to alter their schedule with less than the required five (5) working days' notice; however, compliance is optional until the five (5) working days' notice is completed. Such changes in working hours shall not be made indiscriminately, nor in an arbitrary or capricious manner.

Section D. Compensatory time and/or overtime will be earned by an employee who is required to work in excess of forty (40) hours in one (1) week, except where the Township has exercised its option in Section C above to alter the work schedule. Hours worked includes paid leave time. Such compensatory time and/or overtime must be approved in advance of accumulation or payment. The

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employee shall have the option to take excess hours as either compensatory time or overtime. The use of compensatory time shall be approved by the department director.

Section E. Compensatory time and/or overtime will be earned at a rate of one and one-half (1 1/2) hour of compensation for each one (1) hour worked. When an employee is required to work on a Holiday listed in this Agreement, they will receive one and one-half (1 1/2) hours for each hour worked on that Holiday.

Section F. The Township will provide the appropriate forms for use and accumulation of compensatory time. Employees may not accumulate more than forty (40) hours of compensatory time at any point in time.

Article 30. NO STRIKE OR INTERRUPTION OF WORK

Section A. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public welfare. The Association, therefore, agrees there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be a concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The Association further agrees there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or in any degree with the services of the Township.

Section B. The Township may discipline or discharge any employee who violates this article.

Section C. The Township agrees not to lockout its employees during the term of this Agreement.

Article 31. DISCOUNT ON PARKS & RECREATION PROGRAMS

The Township shall provide a 50% discount on Meridian Parks and Recreation programs and pavilion rentals in Township-owned parks. These discounts only apply to individual enrollment (not team fees) for employees and family members who reside in the same household with the employee.

Article 32. 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 33. 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 Association 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.

Meridian Charter Township/TPOAM Professional Supervisory Association (2023-2025)

Article 34. 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, or contracts with another municipality to provide 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 35. LONGEVITY

Section 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
Over 17 years	=	\$1,280

Section 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 purposes of computation, years of service shall be measured from the first date of full-time employment with the Township. The Association agrees to discuss the distribution method for longevity at the time a change is implemented for the Non-Union employees.

Article 36. 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 37. 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, with the exception of the pension program.

Article 38. TERMINATION AND MODIFICATION

Section A. This Agreement shall be effective as of the first day of January of 2023, and shall remain in full force and effect until December 31, 2025. 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.

Section B. Notice under this Article shall be in writing and shall be sufficient if sent by certified

Meridian Charter Township/TPOAM Professional Supervisory Association (2023-2025)

mail, addressed, if to the Association, to the Association Chairperson at their address known to the Township and POAM at 27056 Joy Road, Redford, MI 48239, and if to the Township, addressed Charter Township of Meridian, 5151 Marsh Road, Okemos, MI 48864, or to any such address as the Association and the Township may make available to each other.

Article 39. SALARIES

Section A. Advancement on the following salary schedule is on the basis of seniority in one (1) year increments. Effective January 1, 2023, unit members who are already at the top of the current wage scale on or before December 31, 2022, will be moved to the new step 8. All others will progress through the wage scale under the ordinary process.

Section B.

Effective January 1, 2023 - 3% Add New 5% Step 8								New Step
Position:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Township Engineer & Deputy Director of DPW & Engineering	\$36.44	\$37.93	\$39.45	\$40.95	\$42.44	\$43.95	\$45.46	\$47.73
Township Building Official	\$34.34	\$35.49	\$36.63	\$37.75	\$38.88	\$40.03	\$41.18	\$43.24
Principal Planner	\$34.34	\$35.49	\$36.63	\$37.75	\$38.88	\$40.03	\$41.18	\$43.24
Public Works Superintendent	\$34.34	\$35.49	\$36.63	\$37.75	\$38.88	\$40.03	\$41.18	\$43.24
Parks & Land Superintendent	\$34.34	\$35.49	\$36.63	\$37.75	\$38.88	\$40.03	\$41.18	\$43.24
Senior Project Engineer	\$30.28	\$32.24	\$33.31	\$34.80	\$36.30	\$37.81	\$39.33	\$41.30
Project Engineer	\$29.39	\$31.30	\$32.33	\$33.78	\$35.26	\$36.71	\$38.19	\$40.10
Communications Manager	\$29.39	\$31.30	\$32.33	\$33.78	\$35.26	\$36.71	\$38.19	\$40.10
Senior Planner	\$28.81	\$29.93	\$31.08	\$32.22	\$33.36	\$34.51	\$35.64	\$37.42
Associate Planner	\$27.84	\$28.99	\$30.13	\$31.27	\$32.40	\$33.54	\$34.67	\$36.40
Records Division Supervisor	\$22.98	\$24.12	\$25.25	\$26.38	\$27.51	\$28.64	\$29.47	\$30.94
Effective January 1, 2024 - 3%								
Position:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Township Engineer & Deputy Director of DPW & Engineering	\$37.53	\$39.07	\$40.63	\$42.18	\$43.71	\$45.27	\$46.82	\$49.16
Township Building Official	\$35.37	\$36.55	\$37.73	\$38.88	\$40.05	\$41.23	\$42.42	\$44.54
Principal Planner	\$35.37	\$36.55	\$37.73	\$38.88	\$40.05	\$41.23	\$42.42	\$44.54
Public Works Superintendent	\$35.37	\$36.55	\$37.73	\$38.88	\$40.05	\$41.23	\$42.42	\$44.54
Parks & Land Superintendent	\$35.37	\$36.55	\$37.73	\$38.88	\$40.05	\$41.23	\$42.42	\$44.54

Meridian Charter Township/TPOAM Professional Supervisory Association (2023-2025)

Senior Project Engineer	\$31.19	\$33.21	\$34.31	\$35.84	\$37.39	\$38.94	\$40.51	\$42.54
Project Engineer	\$30.27	\$32.24	\$33.30	\$34.79	\$36.32	\$37.81	\$39.34	\$41.30
Communications Manager	\$30.27	\$32.24	\$33.30	\$34.79	\$36.32	\$37.81	\$39.34	\$41.30
Senior Planner	\$29.67	\$30.83	\$32.01	\$33.19	\$34.36	\$35.55	\$36.71	\$38.54
Associate Planner	\$28.68	\$29.86	\$31.03	\$32.21	\$33.37	\$34.55	\$35.71	\$37.49
Records Division Supervisor	\$23.67	\$24.84	\$26.01	\$27.17	\$28.34	\$29.50	\$30.35	\$31.87
Effective January 1, 2025 - 3%								
Position:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Township Engineer & Deputy Director of DPW & Engineering	\$38.66	\$40.24	\$41.85	\$43.45	\$45.02	\$46.63	\$48.22	\$50.63
Township Building Official	\$36.43	\$37.65	\$38.86	\$40.05	\$41.25	\$42.47	\$43.69	\$45.88
Principal Planner	\$36.43	\$37.65	\$38.86	\$40.05	\$41.25	\$42.47	\$43.69	\$45.88
Public Works Supt	\$36.43	\$37.65	\$38.86	\$40.05	\$41.25	\$42.47	\$43.69	\$45.88
Parks & Land Supt	\$36.43	\$37.65	\$38.86	\$40.05	\$41.25	\$42.47	\$43.69	\$45.88
Senior Project Engineer	\$32.13	\$34.21	\$35.34	\$36.92	\$38.51	\$40.11	\$41.73	\$43.82
Project Engineer	\$31.18	\$33.21	\$34.30	\$35.83	\$37.41	\$38.94	\$40.52	\$42.54
Communications Manager	\$31.18	\$33.21	\$34.30	\$35.83	\$37.41	\$38.94	\$40.52	\$42.54
Senior Planner	\$30.56	\$31.75	\$32.97	\$34.19	\$35.39	\$36.62	\$37.81	\$39.70
Associate Planner	\$29.54	\$30.76	\$31.96	\$33.18	\$34.37	\$35.59	\$36.78	\$38.61
Records Division Supervisor	\$24.38	\$25.59	\$26.79	\$27.99	\$29.19	\$30.39	\$31.26	\$32.83

Section C. Professional engineers who obtain a Professional Engineer (PE) certification with the State of Michigan shall receive an additional \$4.15 compensation per hour added to the base wage.

Section D. An employee who holds an S-1 license and serves as the Township's Operator in Charge shall receive an additional \$6.00 compensation per hour added to the base wage.

Section E. All employees will utilize direct deposit only. All payments will be made on designated pay dates. Separate checks will not be issued to payments such as longevity, annual sick leave payouts, etc.

Section F. 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.

Meridian Charter Township/TPOAM Professional Supervisory Association (2023-2025)

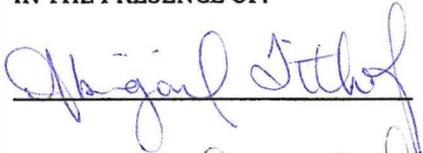
Article 40. SAFETY EQUIPMENT

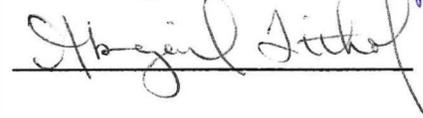
Reimbursement of up to \$175.00 for protective footwear for those employees mandated to wear them by the employer. Receipts must be provided to receive reimbursement. Footwear must be purchased prior to December 31st of calendar year.

AGREED

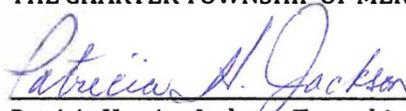
Ratified by a majority vote of the Township Board on December 13, 2022.

IN THE PRESENCE OF:

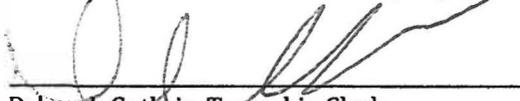




THE CHARTER TOWNSHIP OF MERIDIAN

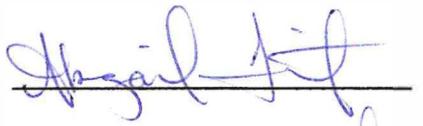
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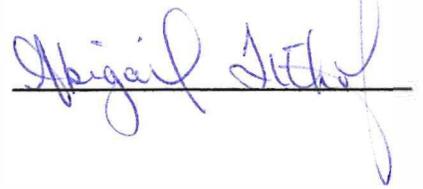
Patricia Herring Jackson, Township Supervisor

By: 

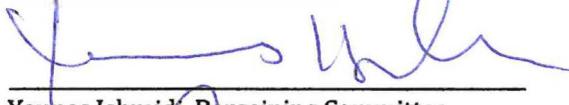
Deborah Guthrie, Township Clerk

IN THE PRESENCE OF:

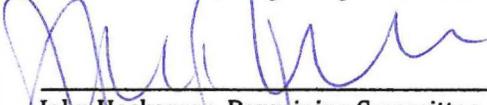




THE CHARTER TOWNSHIP OF MERIDIAN
PROFESSIONAL SUPERVISORY ASSOCIATION
TECHNICAL, PROFESSIONAL, OFFICEWORKERS
ASSOCIATION OF MICHIGAN

By: 

Younes Ishraidi, Bargaining Committee

By: 

John Heckaman, Bargaining Committee

By: 

Harry Valentine, Business Agent 1-27-23