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AGREEMENT BY AND BETWEEN

THE

CHARTER TOWNSHIP OF MERIDIAN

AND THE

CHARTER TOWNSHIP OF MERIDIAN OFFICE CLERICAL AND

SECRETARIAL EMPLOYEES

CHAPTER OF LOCAL #1390

AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Effective: January 1, 1997 Termination: December 31, 1999 Reopener: 60 Days

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University



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AGREEMENT

This agreement entered into on this 1st day of January, 1997, between the Charter Township of Meridian, (hereinafter referred to as the "Employer") and the Charter Township of Meridian Office Clerical and Secretarial Employees' Chapter of Local 1390, affiliated with Council #25, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1. RECOGNITION, EMPLOYEES COVERED.

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

All office clerical and secretarial employees, including regularly scheduled part-time employees employed by Meridian Charter Township, excluding casual, temporary, supervisory and one (1) confidential clerical employee in Administration, and all other employees.

ARTICLE 2. PURPOSE AND INTENT.

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

B. It is also the purpose of this Agreement to promote the mutual interests of the Township and its employees and to provide, to the fullest extent possible, the highest standards of service to the citizens of the community.

C. To these ends the parties to this Agreement encourage to the fullest degree friendly and cooperative relations between themselves to secure the advancement and achievement of these purposes.

ARTICLE 3. MANAGEMENT RIGHTS.

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

ARTICLE 4. UNION SECURITY.

Effective January 1, 1978, the Township agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following sub-sections:

A. The Union shall obtain from each of its members a completed Checkoff Authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.

B. The Checkoff Authorization forms shall be filed with the Director of Accounting and Budgeting who may return any incomplete or incorrectly completed form to the Union Treasurer, and no checkoff shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which a sum shall accurately represent the amount for that employee due to the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D. The Township shall check off only obligations which come due at the time of checkoff, and will make checkoff only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

E. The Township's remittance will be deemed correct if the Union does not give written notice to the Township Treasurer within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

F. The written authorization for Union dues or representation fees shall remain in full force and effect during the period of this contract and may be revoked thereafter upon the delivery of written notice to the Union.

G. The Union shall provide at least thirty (30) days written notice to the Township Treasurer of the amount of Union dues and/or representation fee to be deducted from the wages of Township employees as in accordance with this Article. Any change in the amounts determined will also be provided to the Township Treasurer at least thirty (30) days prior to its implementation.

H. The Union agrees to defend, indemnify, and save the Township harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

I. Remittance of dues will be made by the Township to Secretary/ Treasurer of the Union, (Michigan Council #25) with original list of contributors and their addresses to be revised on an exception basis.

ARTICLE 5. UNION REPRESENTATION.

A. Stewards, Alternate Stewards and Unit Chairpersons. The employees covered by this Agreement will be represented by a Chapter Chairperson, two (2) stewards and alternate stewards. The Union shall have the right to assign said stewards.

1. The Union shall designate to the Township in writing the stewards and alternate stewards.

steward.

(a) The alternate steward would only serve in the absence of a regular(b) The Township shall not be required to recognize or deal with any

(b) The Township shall not be required to recognize or deal with any employee other than those so designated.

2. The Unit Chairperson and/or the Stewards shall be allowed the necessary time off during working hours, without loss of time or pay, to investigate and present grievances to the Township provided that the Unit Chairperson and/or the steward notifies his/her immediate supervisor prior to leaving the job site, and checks in with the immediate supervisor upon return. If the immediate supervisor in not available he/she shall notify the Township Superintendent/Township Manager or appointed representative. The Unit Chairperson and/or the stewards may be retained at their work location if their absence would be unduly disruptive, however, the Employer agrees not to be unreasonable, arbitrary, or capricious.

B. Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members. The Union shall designate said employees in writing to the Township.

2. The employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event he/she is scheduled to work during a bargaining meeting. The employee shall return to his/her work station after negotiations have terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of his/her normal shift.

ARTICLE 6. SPECIAL CONFERENCES.

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

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

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

ARTICLE 7. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them due to an alleged violation of the terms of this Agreement. Grievances must be presented within five (5) working days after the date of their occurrence, or five (5) working days after the grievance has become known, or should reasonably have been known by the employee and shall be signed by the employee and Union representative. Any grievance filed in writing shall refer to the specific provision(s) of this contract, Township provisions which apply to this bargaining unit or work rules promulgated by the Employer and which conflicts with the express terms of this contract alleged to have been violated. The grievance shall set forth the facts pertaining to the alleged violation and the remedy desired. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

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

Step 1.

Within the aforementioned five (5) days limit, the grievance shall be submitted and discussed with the department head of the employee filing the grievance. The department head, after such receipt of the written grievance, shall attempt to resolve the issue by responding to the employee and steward within five (5) working days.

Step 2.

If the grievance still remains unsettled, it shall be presented, in writing, to the Township Superintendent/Township Manager or appointed representative within seven (7) working days after the response of the department head is due. The Township Superintendent/Township Manager or appointed representative and Chapter Chairperson shall schedule a meeting within ten (10) working days to discuss the Union's appeal. The Township Superintendent/Township Manager or appointed representative shall render a decision within seven (7) working days after the meeting with the Chapter Chairperson.

Step 3.

If, at any of the first two steps of this procedure, the grievance is not continued by the employee 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 however, the grievance is still unresolved, and the Union wishes to carry the matter further, the Union shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures within thirty (30) calendar days after the response of the Township Superintendent/Township Manager or appointed representative is due. Notice of a request for arbitration shall be made by the Union in writing to the Township.

Step 4. Arbitration.

A. There shall be no appeal from any arbitrator's decision unless contrary to law. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer unless contrary to law. The arbitrator shall make a judgement based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

B. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

C. A grievance submitted to the American Arbitration Association may be withdrawn only by mutual consent.

ARTICLE 8. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have normally earned.

ARTICLE 9. SENIORITY, PROBATIONARY EMPLOYEES.

A. Probationary Employees. New employees hired in the unit shall be probationary employees for the first one hundred twenty (120) work days. The employee must work one hundred twenty (120) days. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the original date of hire. There shall be no seniority among probationary employees.

B. Part-time employees scheduled to work less than forty (40) hours per week shall have their seniority prorated. Proration shall be based on hours scheduled or worked, whichever is greater.

C. Seniority shall be on a unit-wide basis, in accordance with the employees' last date of hire.

D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged and disciplined employees for other than Union activity. Probationary employees are employees at will.

ARTICLE 10. DISCHARGE AND SUSPENSION.

A. Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Steward of the discharge or suspension. Said written notice to non-probationary employees shall contain the specific reasons for the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the 2nd step of the grievance procedure.

D. Use of Past Record.

Discipline which is over three (3) years old shall not be used in imposing subsequent discipline.

ARTICLE 11. LAYOFF AND RECALL.

A. In the event that a reduction of the work force is necessary, seniority shall be applicable by classification within each department. In layoffs and recalls the following order shall be followed; providing the employees who remain are capable of performing the work available; or within twenty (20) working days the employees have demonstrated his/her ability to function and/or ability to learn to perform the work available:

1. Temporary employees in the affected classification.

2. Probationary employees in the affected classification within the affected department.

3. Remaining seniority employees in the affected classification within the affected department shall then be laid off.

B. Employees laid off shall have the right to exercise seniority rights and "bump" or displace the least senior employee in an equal or lower classification provided within twenty (20) working days the employee has demonstrated his/her ability to function and/or ability to learn to perform in the new classification.

C. Employees to be laid off will be given seven (7) working days notice of lay-off.

D. Recall of laid off employees will be in the inverse order of lay-off.

E. Notice of recall shall be sent to the employee by certified or registered mail. If an employee fails to report for work within seven (7) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases exceptions may be made.

ARTICLE 12. LOSS OF SENIORITY.

A. An employee shall lose his/her seniority upon the voluntary or involuntary termination of employment, as long as the termination is not reversed through the grievance procedure outlined in this Agreement.

B. A specific reason for loss of seniority shall be for absences of three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. If the disposition made of any such case is not satisfactory, the Union may refer the issue to the 2nd Step of the grievance procedure.

C. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

D. Return from sick leave and leaves of absence will be treated the same as (B) above.

E. An employee has been on lay-off continuously for a period of two (2) years or the length of seniority whichever is less.

ARTICLE 13. BULLETIN BOARDS.

A. The Township agrees to provide a bulletin board for use of the Union, centrally located in buildings where union members are assigned, to post notices. Such facilities must not be used for posting material of a derogatory, improper, or unlawful nature and shall be confined to legitimate Union business. A copy of all material to be posted on the bulletin board must be forwarded to the Township Superintendent/Township Manager or appointed representative prior to posting.

ARTICLE 14. SENIORITY LISTS.

A. The Township will maintain seniority lists showing date of hire, name and position of all employees entitled to seniority, and supply the Chapter Chairperson with an up-to-date copy.

ARTICLE 15. TEMPORARY ASSIGNMENT.

A. When temporary assignments are necessary for the purpose of filling vacancies of bargaining unit employees who are on vacation, absent because of illness, position vacancies, etc., they will be granted, if desired to the senior employee who is in a lower classification in the department and thereafter to the senior employees in the unit and who are in a lower

classification and meet the minimum requirements for such jobs. Such employees will receive the rate of pay of the higher classification at their current step level for all hours worked provided that the assignment is for a minimum of five (5) days.

B. Employees temporarily assigned to positions outside of the bargaining unit will be paid at his/her present rate plus one-half the difference between that rate and the rate of the position filled, at their current step level, for all hours worked, provided the assignment is for a minimum of five (5) days.

ARTICLE 16. JOB POSTING.

A. All vacancies authorized to be filled for existing and/or newly created positions within the bargaining unit will be posted within three (3) working days or five (5) working days if the job description is changed for a period of seven (7) working days from the date the employer becomes aware that the vacancy will become open. A temporary assignment shall be made as provided by Article 15. A, or if from outside the bargaining unit not to exceed two (2) months from the date the vacancy occurs unless otherwise waived by the bargaining unit. All vacancies or newly created positions within a bargaining unit shall be filled on a competitive basis. Employees interested shall apply in writing within the seven (7) working day posting period. No applications will be accepted after the posting period from employees or non-employees.

B. The job posting will list relevant information pertaining to the position. Employees applying for the position will receive all information available to outside applicants.

C. Positions will be awarded on the basis of qualifications and abilities of all applicants. When an employee's qualifications and abilities are equal to or greater than those of other applicants, then the position will be awarded to the employee having the greatest bargaining unit seniority.

D. Bargaining unit employees who are denied the position will be given written notice setting forth the reasons for the denial. The Chapter Chairperson will receive a list of applicants from the bargaining unit applying for the position and will further be notified of the name of the successful applicant.

E. Employees, if selected, will be given a minimum of four (4) weeks or a maximum of ten (10) weeks trial period to determine his/her ability to perform the work and his/her desire to remain on the job.

F. If the employee during the trial period is found to be unsatisfactory or desires to revert back, the employee shall have the opportunity to revert back to his/her former position. Reasons for unsatisfactory performance will be submitted to the employee in writing.

G. An employee reverting back to his/her original position at his/her option shall not be eligible for promotion for at least six (6) months from the date of return to his/her former position.

ARTICLE 17. CALL BACK AND STANDBY.

A. Employees called back to work outside of regular working hours will be guaranteed a minimum of two (2) hours at one and one-half (1-1/2) of the employee's rate.

ARTICLE 18. TRANSFERS.

Transfer of Employees. If an employee transfers to a position under the employer not included in the bargaining unit, and thereafter, within one-hundred-twenty (120) days, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 19. LEAVES OF ABSENCE.

A. An employee must have completed the probationary period before requesting a leave of absence. Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority for:

- 1. Serving in any full-time elected or appointed position, public or union.
- 2. Maternity leave.
- 3. Illness leave (physical or mental).
- Prolonged illness in immediate family.
- 5. Education.

Items 2, 3, and 4 must be certified by a physician. Such certification must verify the need for the leave, nature of disability, and anticipated duration. Any leave may be extended for like cause. Leave of absence, other than those listed must be requested by a written communication to the department head and/or Township Superintendent/Township Manager or appointed representative and will not be granted without his/her written approval. Absence of an employee without permission of the department head shall be without pay and may warrant disciplinary action if inconsistent with the terms of this Agreement.

B. Education leave.

1. Any employee who has completed three (3) years of employment with the Township will be granted, with thirty (30) days advance notice, or as soon as possible, an educational leave for one (1) term or semester without pay. Benefits will continue as outlined in General Conditions of this Article.

2. Employees with two (2) years of employment with the Township may request release time without pay for the purpose of attending a course not offered during non-working hours. Such release time shall not exceed five (5) hours per week to attend the course. The employee shall request the release time thirty (30) days prior to the start of the course, or as soon as possible. A written request shall be given to the department head who then shall make a recommendation to the Township Superintendent/Township Manager or appointed representative as to whether department functions will allow such release time to be granted. Educational leave shall not be arbitrarily or capriciously denied. Denials shall be based on department work requirements. The Township Superintendent/Township Manager or appointed representative will notify the employee of his/her decision.

3. When the Township requests an employee to take a course(s) to upgrade or acquire added skill(s), the Township will reimburse the employee for course fees and book expenses. The employee will not lose time or pay when taking such course work.

C. General Conditions.

1. During a leave of absence of more than thirty (30) days, an employee will not accrue vacation or sick leave.

2. Seniority shall accumulate during a leave of absence and extensions thereof. Upon return of an employee from a leave of absence, he/she shall be reinstated in their previous position, except upon return of any employee who has been on a leave of absence for more than three (3) years, they will be granted the first available position for which they meet the minimum qualifications.

3. Any employee on a leave of absence, by written request, may continue at the group rates the Blue Cross/Blue Shield 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 continuance of insurance coverage during a leave of absence will be limited by the guidelines of the specific insurance carrier.

4. Employees, when requesting a leave of absence for any reason, including but not limited to illness, may be required to take and pass a physical before he/she may return to work. Such physical, if requested, will be at Township expense.

5. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act.

D. Family Medical Leave.

1. An employee who has been employed by the Township for twelve (12) consecutive months and has worked one thousand two hundred fifty (1,250) hours during those months may take a leave of absence for up to a total of twelve (12) weeks during each year for the following reasons:

- (a) His/her own serious health condition.
- (b) To care for a child, spouse or parent who has a serious health condition.
- (c) Birth of a child.
- (d) The placement of a foster or adoptive child.

A year for purposes determining eligibility for Family Medical Leave is defined as three hundred sixty five (365) calendar days prior to the requested date of commencement of an employee's Family or Medical Leave.

2. The Family Medical Leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the department head and the Personnel Director.

3. Any available sick time shall be paid to the employee during a Family Medical Leave of Absence. The employee may use all or part of accumulated vacation and personal leave days, at the employee's discretion, while on a Family Medical Leave.

4. Any employee requesting a medical leave for the employee's own serious health condition, or that of his/her spouse, child or parent must provide a statement to the department head and the Personnel Director from a physician which includes the reason the condition necessitates a leave, the date upon which the condition arose and its probable duration. The Employer may require the employee to obtain a second opinion, at the Employer's expense. If the opinions of the first and second health care provider differ, the Employer may require a third opinion, again at the Employer's expense. The third opinion shall be final and binding. The Employer may require periodic recertification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employees will be required, before his/her return to work, to provide medical certification that he/she is able to resume work.

5. An employee returning from a Family Medical Leave of Absence shall be returned to the position held prior to beginning the leave, except upon return of any employee who has been on a leave of absence for more than three (3) years, they will be granted the first available position for which they meet the minimum qualifications.

6. If a Family Medical Leave is granted for a period of more than twelve (12) weeks, it shall require the approval of the department head and Personnel Director.

7. Health insurance benefits for an employee on a Family Medical Leave will be continued for up to twelve (12) weeks at the level held at the time the leave commenced. If an employee on Family Medical Leave fails to return to work, and the reason for failure to return to work is due to circumstances within the employee's control, such employee shall reimburse the Township for the health insurance premium paid by the Employer during the employee's leave.

8. The employee shall accrue seniority while on a Family Medical Leave. Sick leave, vacation, personal days and other fringe benefits which have been earned prior to the leave but not used during the leave will be retained, but such benefits will not accumulate during a Family Medical Leave, unless the employee is using sick leave, annual leave or personal leave.

9. An employee who foresees the need for a Family Medical Leave will notify the department head and Personnel Director, in writing, not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

10. To the extent that any provision of this Article conflicts with the Family Medical Leave Act, the language of the Act will prevail.

11. Any leave granted under this Section will be considered as part of the total leave available under the provisions of Article 19 "Leaves Of Absence".

ARTICLE 20. EQUALIZATION OF OVERTIME.

A. Overtime hours shall be divided equally as possible among employees within each classification in their department. An up-to-date list showing overtime hours will be posted in a prominent place on each bulletin board.

B. Overtime hours shall be divided equally as possible among employees within each classification in their department. If requested by the Union, the following provisions relating to an overtime list will be implemented by the Township. An up-to-date list showing overtime hours will be posted in a prominent place on each bulletin board.

C. If the employees within the classification in their department decline the available overtime: Employees with the ability to do the work within the department and with the least number of overtime hours will be called next. If they decline the available overtime, employees in the unit who have the ability to do the work and with the least number of overtime hours will

be called. If the overtime list is exhausted, the Township retains the option to appoint the least senior employee in the classification in which the overtime exists.

D. For purposes of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of the employees working during that call-out period.

E. Overtime hours will be computed from January 1st through December 31st of each year. Excess overtime will be carried over each year and is subject to review at the end of each period.

F. Overtime work is voluntary under normal conditions. There will be no discrimination against any employee who declines to work overtime under normal conditions. However, it must be recognized that the Township employee owes his/her first work allegiance to the Township and is expected to respond if called in under emergency conditions.

G. New employees being added on the equalization of overtime list will be charged with the highest number of hours then recorded on said list.

ARTICLE 21. TIME AND ONE-HALF.

A. Time and one-half will be paid as follows:

1. For all hours over eight (8) in one day, except employees who work a flexible schedule approved by the Township Manager or the department director.

2. For all hours over forty (40) in one week.

3. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

B. In lieu of pay an employee may elect to be compensated with time off during regular working hours under Article 21. A. Such time shall be accumulated in conjunction with vacation time to a maximum of one hundred sixty (160) hours in a given pay period. Compensatory time will be paid at one and one half (1 1/2) hours earned for every hour worked. Scheduling of the compensatory time off will be mutually agreed upon by the employee and their supervisor.

ARTICLE 22. HEALTH AND HOSPITALIZATION INSURANCE.

A. The Township shall provide each employee and family with medical and hospitalization coverage, the plan to be the standard MVF-1 Program of the Blue Cross/Blue Shield Plan, with Master Medical Option III, ML, IMB-OB, and a \$5.00 prescription rider plan of the Blue Cross/Blue Shield Program as indicated above. The entire cost of this coverage is to be borne by the Township.

B. The Township shall provide each employee and family dental insurance coverage, the plan to be Blue Cross/Blue Shield CR-50%-50% MBL-800 with 50% orthodontics MBL-800. Effective July 1, 1989 or as soon thereafter as possible, the plan will be changed to the Blue Cross/Blue Shield CR 100%-50%-50% MBL 800 with 50% orthodontics MBL 800. The entire cost of this coverage is to be borne by the Township.

C. An employee who has dual medical insurance coverage may, at his/her 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 Blue Cross/Blue Shield single person monthly premium rate for each month in which medical insurance coverage is not provided.

D. The Township retains the right to change health insurance carriers so long as the coverage currently specified remains at least the same. The Township will advise the Union regarding any changes at least thirty (30) calendar days in advance of it's implementation through a special conference. The special conference will review these proposed changes in order to ensure the currently specified benefit levels are not diminished.

E. The Township shall make available Health Insurance to retired employees at the group rate at the retired employees expense.

ARTICLE 23. 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.

ARTICLE 24. 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.

ARTICLE 25. ACCIDENT AND SICKNESS INCOME.

The Township shall provide accident and sickness income insurance for injuries and sickness, subject to policy exclusions, which shall be in addition to and in supplement of the sick leave benefits granted to each employee. After a waiting period of ninety (90) days, said insurance shall provide each employee sixty percent (60%) of his/her weekly earnings with a maximum of one thousand five hundred (\$1,500) per month for the length of disability to age sixty five (65), less any social security, and any life insurance provided by the Township. The entire cost of this coverage shall be borne by the Township. The terms of this policy shall control this section, and an employee drawing disability may be required to return to work at a position where his/her disability will not impair his/her ability to perform.

ARTICLE 26. WORKERS' COMPENSATION.

A. An employee who received compensation under the Workers' Compensation Insurance, as provided by the Township, may receive at the employee's option only, that portion of his/her regular salary which will, together with such compensation equal his/her 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 his/her regular take home salary shall be deducted from the employee's accumulated sick leave. 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. An employee will continue to accrue and receive benefits for the first thirty (30) days while on compensation. When this period has elapsed, he/she shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

B. Simultaneous payment with Workers' Compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within 24 hours any injury sustained by him/her, it shall be presumed such injury resulted from his/her own negligence. All cases where negligence on the part of the employee is determined or presumed by the department head or Township Superintendent/Township Manager or appointed representative, may be appealed to the third step of the grievance procedure.

ARTICLE 27. SICK LEAVE.

A. Sick leave is defined as absence from duty because of illness/doctor/dental appointments, injury, or quarantine resulting from exposure to contagious disease, provided that said injury or illness is not covered entirely by the Michigan Workers' Compensation Act. Sick leave shall be available to be used by the employee for illness of his/her spouse, children, mother, father, or those who functioned as "parents" for the employee during his/her pre-adult years. Sick leave may also be used for others identified as "immediate family" in the funeral attendance article (Article 29) not to exceed ten (10) days and only when the employee has used one-half (1/2) of his/her personal leave days.

B. To be eligible for sick leave, the employee must properly notify his/her immediate supervisor or department head that he/she will not report for work prior to the beginning of his/her shift. Notice should be given as soon as possible to allow the departments involved enough time to make the necessary adjustments.

C. The Township may require such substantiation of sick leave as they deem necessary, including a certificate of a physician duly licensed to practice medicine in the State of Michigan, or in a case involving prolonged or repeated absence, an examination by a physician duly appointed by the Township to perform such examination. If such examination is required, the Township will pay the cost.

D. Sick leave shall not be allowed during the period of vacation, or immediately before or after a vacation or Holiday, unless substantiated by a doctor's certificate.

E. Sick leave benefits will be earned at a rate of one (1) day per each calendar month worked and can be accumulated up to a total of one- hundred ten (110) working days. Each new employee shall be credited with an advance of ten (10) work days for sick leave purposes when accepting a position with the Township on a full-time permanent basis. After they have actually earned ten (10) days, they will be credited with one (1) day after each calendar month worked.

F. Upon separation of employment, the employee shall receive payment of 1/4 of his/her accumulated sick leave provided at least two (2) weeks notice of separation is given by the employee and providing no abuse of sick leave takes place during the final two (2) weeks of his/her employment. Employees who are terminated by the Employer due to misconduct, are not eligible for the benefits under the section.

G. When an employee returns to work following a leave of absence, he/she will receive up to forty (40) hours of advanced sick leave and shall not accrue sick leave until the number of sick leave hours that have been advanced accrued and advanced sick leave exceed forty (40) hours. In the event that an employee terminates his/her employment before he/she shall have earned all sick leave hours used, such used but unearned sick leave hours shall be deducted from his/her final pay.

H. <u>Sick Leave Payout.</u> When an employee has accumulated a minimum bank of five hundred (500) hours at the beginning of each of the contract years, he/she shall have the option to sell back to the Township up to forty (40) hours of unused sick leave each contract year. The employee shall be paid for any sick leave sold back to the Township at his/her current hourly rate of pay. Payment shall be made on the first pay period after the contract year's end at the rate it was earned.

ARTICLE 28. PERSONAL LEAVE DAYS.

A. Each employee shall be allowed up to three (3) personal leave days each year with full pay. For the employee's first year, this shall be prorated from the date of hire. The employee shall then be credited with three (3) days the next January. Said leaves shall not be changed to sick leave or vacation, and shall not be cumulative. They also shall not be used in conjunction with regularly established vacation periods.

B. The personal leave days are made available to provide for pressing personal business which cannot be conveniently scheduled on the employee's off time.

C. All such leave days shall be approved in advance by the department head or his/her representative. Except for emergencies, personal leave days shall be scheduled at least 48 hours in advance.

ARTICLE 29. FUNERAL ATTENDANCE.

A. In the event of death in the employee's immediate family, he/she may take funeral leave to attend the funeral and make other necessary arrangements from the day of death until after the funeral. Such leave in excess of three (3) days shall have the approval of the department head. Immediate family is interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, step-father, step- mother, half-brother, and half-sister.

B. One (1) day of funeral leave is allowed in the case of death of an aunt, uncle, nephew, niece, brother-in-law, and sister-in-law.

C. One-half (1/2) day with pay will be granted to employees to attend the funeral of a friend or neighbor.

ARTICLE 30. HOLIDAY PROVISIONS.

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

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day After Thanksgiving
Labor Day	Christmas Day

B. If Christmas and New Year's Day fall on a Saturday, employees shall receive the Friday before as a Holiday. If they fall on a Sunday, employees shall receive the Monday after as a Holiday. If they fall on Tuesday through Friday, employees shall receive the afternoon off before each.

C. On Good Friday, employees shall work until 12:00 noon, and then receive the rest of the afternoon off with pay.

D. If Christmas falls on Monday, Tuesday, Wednesday, or Thursday, the day after Christmas will be considered a Holiday.

E. If Christmas falls on Wednesday, the two half days off for Christmas Eve and New Year's Eve may be used to take the Friday after Christmas off.

F. To qualify for Holiday pay, the employee must report for work on his/her regularly scheduled work days immediately preceding and immediately after his/her scheduled holiday, unless he/she is on vacation or is otherwise excused by his/her supervisor, with this exception: that Holiday pay will not apply to the employee who is on an extended leave of absence of one (1) week or more in which the Holiday falls.

G. If an employee terminates his/her employment, he/she will not receive pay for Holidays occurring after the last day worked even though the Holidays may fall within the period of his/her projected terminal vacation leave.

ARTICLE 31. VACATION LEAVE.

A. Each full-time employee shall accumulate vacation up to a maximum of twenty (20) working days or one-hundred-sixty (160) hours. The Township Superintendent/Township Manager or appointed representative may waive the maximum accumulation of vacation time upon written request of the employee. Vacation shall be earned according to the following schedule of continuous and completed years of service and will be credited at the start of each month for each month completed on a prorated basis.

1 thru 4 years	=	12 days
5 thru 9 years	=	15 days
10 years plus	=	20 days

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

C. Employees shall request vacation time by May 1st of each year. If scheduling conflicts occur, seniority by bargaining unit shall prevail. Requests after May 1st shall be granted on a first come, first served basis. Employees who are in temporary positions shall be allowed to take their scheduled vacation. Such employees' vacations shall have no effect on the scheduled vacations in the department in which they are temporarily assigned, nor shall scheduled vacations be a determining factor in the filling of temporary vacancies by seniority. Scheduled vacations as used in this section shall mean vacations scheduled and approved by May 1st. Single day vacations shall be granted upon two (2) weeks notification in writing. The department head shall not unreasonably withhold the employee's selection unless there is a definite critical need for the employee in which case reasons for the denial will be given within two (2) days of the request in writing. The department head will at his/her discretion determine whether more than one (1) employee in the department will be allowed vacation at the same time, except where, for example, one (1) vacation is for a full week and another is for a single day during the same week, both will be granted. Seniority will be used to resolve scheduling conflicts. Disputes concerning vacations under this section are subject to the 2nd Step of the grievance procedure. The time limits for notification as set forth above may be waived at the discretion of the department head.

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

ARTICLE 32. LONGEVITY.

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

5 through 9 years	=	2% of annual salary
10 through 13 years	=	4% of annual salary
14 through 17 years	=	6% of annual salary
Over 17 years	==	8% of annual salary

The maximum base for longevity is \$16,000.

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

ARTICLE 33. COMPUTATION OF BENEFITS.

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

ARTICLE 34. PENSION PLAN.

A. The pension plan in effect on 12/31/78 shall remain in effect for the employees covered by this Agreement, except as modified herein.

Effective January 1, 1979 the pension plan vesting will be improved in accordance with the following schedule:

Completion of four years	-	40% vesting
Completion of five years	-	50% vesting
Completion of six years	-	60% vesting
Completion of seven years	· •	70% vesting
Completion of eight years	-	80% vesting
Completion of nine years	-	90% vesting
Completion of ten years	-	100% vesting

Effective January 1, 1989, the Social Security offset provision in the pension plan will be removed and the pension factor will be reduced from 1.5% to 1.05%.

B. Effective January 1, 1998 the Employer shall implement the MERS C-1 F55/25 pension plan, the additional cost of which will be paid by the Employer (in lieu of wage increases to employees in 1997 and 1998).

ARTICLE 35. RESIGNATIONS.

A written notice at least two (2) weeks in advance must be given to the department head or Township Superintendent/Township Manager or appointed representative to receive all normal separation benefits.

ARTICLE 36. ACT OF GOD DAYS.

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

ARTICLE 37. TEMPORARY EMPLOYEES.

The Township agrees not to use temporary employees to displace bargaining unit employees.

ARTICLE 38. WORK DAY - WORK WEEK.

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

ARTICLE 39. JURY DUTY.

Full-time non-probationary employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. To be eligible for the above, the employee shall:

A. Submit evidence of attendance at jury duty.

B. Give the Employer adequate advance written notice of the day and time he/she is to report for jury duty.

C. Return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work.

D. Probationary employees shall be entitled to non-pay days off for jury duty or the use of personal or vacation days.

ARTICLE 40. SAFETY COMMITTEE.

A Safety Committee, consisting of two (2) employees within the bargaining unit and Township representative(s), shall meet as the need arises during regular daytime working hours for the purpose of correcting unsafe working conditions.

ARTICLE 41. PAY ADVANCE.

A. If a regular payday falls during an employee's vacation, he/she will receive that check in advance before going on vacation.

B. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.

C. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 42. SAVE HARMLESS CLAUSE.

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

ARTICLE 43. INTERRUPTION OF WORK.

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

ARTICLE 44. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the bargaining unit.

ARTICLE 45. SUCCESSOR MUNICIPALITY.

If the Township succeeds to another form of municipal government, or chooses to merge with one or more municipal governments for the providing of service, the transformation, merger, consolidation or transfer which is made shall provide that the successor government or authority shall assume all of the terms and conditions of this Agreement. Nothing herein contained, however, shall be construed to prevent the successor to the Township from reducing the work force, laying off employees, or changing job descriptions and duties of employees if economic and efficiency circumstances so dictate, as long as those actions are not inconsistent with the terms of this Agreement.

ARTICLE 46. 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 47. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until 12 a.m. midnight, December 31, 1999.

A. If either party desires to amend and/or terminate this Agreement prior to its expiration, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to December 31, 1999.

C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination after December 31, 1999. However, such notice shall not accelerate the termination date of December 31, 1999.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement, amendments may change existing contract articles, without modifying or changing any of the other terms of this Agreement.

E. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, A.F.S.C.M.E., AFL-CIO, 1034 N. Washington Avenue, Lansing, MI 48906, and if to the Employer, addressed Charter Township of Meridian, 5151 Marsh Road, Okemos, MI 48864, or to any such address as the Union and the Employer may make available to each other.

ARTICLE 48. AFFIRMATIVE ACTION CLAUSE.

A. It is the policy of the Charter Township of Meridian to provide equal opportunity to all employees.

B. It is the policy of the Charter Township of Meridian that there shall be no discrimination on the basis of race, color, religion, national origin, marital status, sex, height, weight, physical handicap, or age in the treatment of employees, as required by law.

ARTICLE 49. SALARIES.

A. The starting rate for a new employee will not be above Step 2 or the lowest Step occupied by an incumbent.

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

Effective January	1,	1997
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CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
01	19,636.98	20,826.34	21,867.63	22,961.02	24,109.08
	(9.441)	(10.013)	(10.513)	(11.039)	(11.591)
02	20,481.12	21,647.35	22,729.71	23,866.20	25,059.51
	(9.847)	(10.407)	(10.928)	(11.474)	(12.048)
03	21,321.80	22,498.12	23,623.02	24,804.17	26,044.37
	(10.251)	(10.816)	(11.357)	(11.925)	(12.521)
04	23,132.89	25,176.54	26,435.35	27,757.12	29,144.97
	(11.122)	(12.104)	(12.709)	(13.345)	(14.012)
05	25,499.28	27,739.41	29,126.38	30,582.70	32,111.84
	(12.259)	(13.336)	(14.003)	(14.703)	(15.438)

- Key: 01 General Clerk, Clerk-Typist I
 - 02 Assistant Bookkeeper, Clerk-Typist II
 - 03 Secretary
 - 04 Bookkeeper, Department Secretary
 - 05 Assistant to the Treasurer, Assistant to the Clerk, Assessing Clerk

No wage increases in 1997 or 1998 because the Employer shall implement the MERS C-1 F55/25 pension plan effective January 1, 1998, the cost of which will be paid by the Employer.

Effective January 1, 1998							
<u>CLASS</u>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
01	19,636.98	20,826.34	21,867.63	22,961.02	24,109.08	24,470.72	
	(9.441)	(10.013)	(10.513)	(11.039)	(11.591)	(11.765)	
02	20,481.12	21,647.35	22,729.71	23,866.20	25,059.51	25,435.40	
	(9.847)	(10.407)	(10.928)	(11.474)	(12.048)	(12.229)	
03	21,321.80	22,498.12	23,623.02	24,804.17	26,044.37	26,435.04	
	(10.251)	(10.816)	(11.357)	(11.925)	(12.521)	(12.710)	
04	23,132.89	25,176.54	26,435.35	27,757.12	29,144.97	29,582.15	
	(11.122)	(12.104)	(12.709)	(13.345)	(14.012)	(14.223)	
05	25,499.28	27,739.41	29,126.38	30,582.70	32,111.84	32,593.52	
	(12.259)	(13.336)	(14.003)	(14.703)	(15.438)	(15.670)	
06	27,284.23	29,681.17	31,165.23	32,723.49	34,359.67	34,875.07	
	(13.118)	(14.270)	(14.984)	(15.733)	(16.519)	(16.767)	

Effective January 1, 1998

Effective January 1, 1998:

- Key: 01 General Clerk, Clerk-Typist I
 - 02 Assistant Bookkeeper, Clerk-Typist II
 - 03 Secretary, Records Technician II/Public Safety
 - 04 Bookkeeper, Department Secretary
 - 05 Assessing Clerk
 - 06 Assistant To the Clerk, Assistant to the Treasurer

Effective January 1, 1998, the Records Technician/Public Safety Department (Class 03) will be available on a promotional basis to the clerical employees working in the Public Safety Department.

Effective January 1, 1998 the Assistant to the Clerk and the Assistant to the Treasurer positions will advance to the Class 06.

Effective January 1, 1998, a sixth step to the wage scale will be added. Incumbents will receive the respective step increase on their normal anniversary date.

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
01	19,931.54	21,138.74	22,195.65	23,305.44	24,470.72	24,837.78
	(9.583)	(10.163)	(10.671)	(11.205)	(11.765)	(11.942)
02	20,788.34	21,972.06	23,070.66	24,224.19	25,435.40	25,816.93
	(9.995)	(10.564)	(11.092)	(11.647)	(12.229)	(12.412)
03	21,641.63	22,835.59	23,977.37	25,176.23	26,435.04	26,831.57
	(10.405)	(10.979)	(11.528)	(12.104)	(12.710)	(12.900)
04	23,479.88	25,554.19	26,831.88	28,173.48	29,582.15	30,025.88
	(11.289)	(12.286)	(12.900)	(13.545)	(14.223)	(14.436)
05	25,881.77	28,155.50	29,563.28	31,041.44	32,593.52	33,082.42
	(12.444)	(13.537)	(14.214)	(14.924)	(15.670)	(15.905)
06	27,693.49	30,126.39	31,632.71	33,214.34	34,875.07	35,398.20
	(13.315)	(14.484)	(15.208)	(15.969)	(16.767)	(17.019)

Effective January 1, 1999

ARTICLE 50. RATES FOR NEW JOBS.

When a new job is created, or an existing job is changed, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the rates are proper, it shall be subject to negotiations. Should the parties be unable to reach mutual agreement on the rate, it shall be submitted to the third (3rd) step of the grievance procedure.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 3rd day of September , 1997, (Township Board approved June 17, 1997).

IN THE PRESENCE OF:

THE CHARTER TOWNSHIP OF MERIDIAN

Barbara J. NandenBerg By: Bruce A. Little, Supervisor

UNCO By: Virg Tumai

L. White, Clerk

LOCAL 1390, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

Thank Esch

Sharon K. Esch

By:

Barbara J. Wanden Berg

Joel Gutzki, A.F.S.C.M.E. Representative

By:

MEMORANDUM OF AGREEMENT

between

THE CHARTER TOWNSHIP OF MERIDIAN

and

A.F.S.C.M.E. CLERICAL & SECRETARIAL UNION

June 17, 1997

The representatives of the parties have agreed to the following amendment to the 1997-99 Contract between the Clerical & Secretarial Union and the Township.

1. Article 30. Holiday Provisions

The following language will replace all language that addresses the Christmas and New Years Day Holiday time off:

"If Christmas or New Years Day fall on Saturday or a Sunday, employees shall receive the Friday before and the Monday after as a Holiday. If Christmas or New Years Day falls on Monday, Tuesday, Wednesday or Thursday employees shall receive that day and the day after as a Holiday. If Christmas or New Years Day falls on a Friday employees shall receive that day and the Thursday before as a Holiday."

FOR THE TOWNSHIP:

Gerald J. Richards

FOR THE UNION Robin Faust, Union Chair Joel Gatzki, A.F.S Representative



