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12/31/98

AGREEMENT

Between

THE CHARTER TOWNSHIP OF MERIDIAN

And

THE CHARTER TOWNSHIP OF MERIDIAN

NON-SUPERVISORY PROFESSIONAL EMPLOYEES

LOCAL 1390

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO

Meridian Township

Effective Date: January 1, 1997

Termination Date: December 31, 1998

Sixty (60) Day Reopener

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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 "Township"), and Meridian Township Non-Supervisory Professional 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").

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.

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 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 Township included in the bargaining unit as described below:

Unit I - All non-supervisory professional employees, including: Assistant Planner, Draftsmen, Building Inspector, Appraiser, Senior TV Production Manager, and Engineer Inspector: excluding all supervisory employees, department heads, part-time employees (working less than twenty (20) hours per week), 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 sub-contract 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 lay-offs 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 Union are specifically listed herein, that all subjects not specifically listed herein are retained by the Township. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to expressed restrictions on such rights, if any, as are provided in this Agreement.

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ARTICLE 3. UNION SECURITY.

Section 1. Agency Shop

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to be established by the Union consistent with the law for the duration of this Agreement.

(b) Employees covered by this Agreement and who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee in an amount to be determined by the Union consistent with the law, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee in an amount to be determined by the Union consistent with the law for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.

Section 2. Dues Check Off

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form as supplied by the Union, provided, that the said form shall be executed by the employee. The written authorization for the Union dues deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary/Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

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Section 3. Representation Fee Check-Off

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the union, the Union representation fee, as provided in a written authorization in accordance with the standard form as supplied by the Union, provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written termination notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined by the Union in accordance with the law.

(c) The Employer agrees to provide this service without charge to the Union.

Section 4. Remittance Of Dues And Fees

(a) When Deduction Begin. Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter. Effective September 1, 1997.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan council 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date on which deductions were made.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) Employees shall be deemed to be members of the Union within the meaning of these sections if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of these sections if they are not more than thirty (30) days in arrears in payment of the service fee.

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(e) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

(f) The Union agrees to defend, indemnify and save the Employer 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, representation fees and/or initiation fee, or termination of employment of an employee as required by this Article, or in reliance upon 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.

ARTICLE 4. UNION REPRESENTATION.

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

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

Section C. The Chapter Chairperson and alternate Chairperson, during his/her working hours, without loss of time or pay may investigate and present grievances to the Township during working hours, provided the Union representative has received approval from his/her 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 Union'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 Union 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 Union desires. The Union 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 he/she is 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

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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.

Section A. The Employer and the Union shall agree to meet and confer on at least a semi-annual 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 not to in any way modify, add to or subtract from the provisions of this Agreement.

Semi-annual 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.

Section 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 6. 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.

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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 Township's representative who receives the grievance shall exchange signed and dated copies of the grievance.

Step 1.

Within the aforementioned five (5) days limit, the grievance shall be reduced in writing, presented and discussed with the immediate supervisor of the employee filing the grievance. The Supervisor, after receipt of the written grievance, shall give his/her decision in writing to the employee and the Chapter Chairperson within five (5) working days.

Step 2.

If the grievance has not been settled, it shall be presented in writing to the department head within five (5) working days after the immediate Supervisor's response is due. The department head shall hear the grievance and shall render a decision in writing within five (5) working days.

Step 3.

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

Step 4.

If, at any of the first three steps of this procedure, the grievance is not continued by the employee and the Union 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) working days after the response of the Township Manager/Personnel Director is due. Notice of a request for arbitration shall be made by the Union in writing to the Township.

The parties, by mutual agreement, may extend the time limits provided for in the grievance procedure.

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Arbitration:

Section 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.

Section 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.

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

Section D. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

ARTICLE 7. COMPUTATION OF BACK WAGES.

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

ARTICLE 8. SENIORITY.

Section A. A regular full-time employee's seniority shall date from his/her 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 pro-rated 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.

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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 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.

Section C. 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 day one (1) year prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

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 Union of such action. The Union 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 member accepting reduced hours shall remain a part of the unit.

ARTICLE 11. JOB POSTING.

Section A. All positions in the unit to be filled shall be posted for a minimum of five (5) working days. Postings shall be placed in conspicuous places in the work area, specifying 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 Chapter 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.

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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 reasons 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, he/she shall be returned to his/her former position. Employees determined unsatisfactory will be given written reasons for their denial.

Section F. Employees within the first three (3) months of his/her trial period, if he/she should find the new position unsatisfactory, shall be allowed to return to the position they formerly held, and not be eligible for promotion for at least one (1) year from the date of return to his/her 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.

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 Chapter Chairperson with an up-to-date copy.

ARTICLE 13. LOSS OF SENIORITY.

An employee's seniority and employment may, at the Employer's sole discretion, terminate if:

1. If he/she quits or retires;
2. If he/she is discharged or terminated, unless reversed through the grievance procedure.
3. He/she is convicted or pleads guilty or nolo contendere to a felony.
4. If he/she fails to report for work for three (3) consecutive working days unless an excuse acceptable to the Employer is presented; except when failure to return to work is due to circumstances beyond the control of the employee.

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5. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff; except when failure to return to work is due to circumstances beyond the control of the employee.
6. If he/she has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less.
7. If he/she fails to report for work within seven (7) calendar days following notice of recall mailed or delivered to his/her last known address.
8. If he/she makes an intentionally false statement on his/her employment application.

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.
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, or telegram to the employee's last known address as shown on the Township's records and it shall be the obligation

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of the employee to provide the Township with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days from receipt of notice or his/her employment may be terminated, except when failure to return is due to circumstances beyond the control of the employee. Such employee and the Chapter 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. 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.

Section 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.

Section 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.

Section D. Use of Past Record. Discipline which is over three (3) years old shall not be used in imposing subsequent discipline.

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

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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 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, he/she shall be reemployed in their previous position.

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 his/her employment with the Township, whichever is shorter, shall cease to be an employee, and his/her 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 he/she may return to work. Such physical, if requested, will be at Township expense.

Section F. 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.

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an employee who shall state the reason for such leave upon his/her application. Only an employee who has worked continuously for the Township for one (1) year or more shall be granted a leave of absence.

1. Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore. Upon receipt of a valid doctor's certificate, the Township will grant such leave of absence requests.

2. Leaves requested due to a serious illness in your immediate family will follow the procedure outlined in (1) above.

3. In no event shall the duration of an initial leave exceed six (6) calendar months. Extensions may be granted for just cause.

4. 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.

5. 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.

6. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to 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.

7. Failure to return to work within three (3) working days of exact date scheduled may be cause for termination except when the failure to return is due to circumstances beyond the control of the employee.

8. No employee shall return to work prior to the expiration of his/her 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 he/she earn time to be credited for salary purposes.

2. Seniority shall accumulate during a leave of absence and extensions thereof.

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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.

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11. Any leave granted under this Section will be considered as part of the total leave available under the provisions of Article 16 "Leaves Of Absence".

ARTICLE 17. HEALTH AND HOSPITALIZATION INSURANCE.

Section A. The Township shall provide each employee and family with medical hospitalization coverage equal to the standard MVF-1 Program of the Blue Cross/Blue Shield Plan, with Master Medical Option III, ML, IMB-OB, and a \$2.00 prescription rider plan of the of Blue Cross/Blue Shield Program as indicated above. Effective 7/1/93, the prescription rider will be raised to \$5.00. The Blue Cross/Blue Shield Preferred RX Drug Rider \$5.00 co-pay will be implemented when all other A.F.S.C.M.E. Units and the Professional Supervisory Association agree. The entire cost of this coverage is to be borne by the Township.

Section B. The Township reserves the right to substitute another carrier of this coverage, the fundamental provisions of the present coverage will not be changed.

Section C. As soon as possible following ratification the Township shall provide each employee and family dental insurance coverage, the plan to be 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.

Section D. Effective January 1, 1989 the Employer will make available health and hospitalization insurance coverage to retirees, and their spouse, who receive a pension from the Township as follows:

1. Blue Cross/Blue Shield MVFI with riders D45NM (with semi-private room [365 days]), ML, FAE/RC Master Medical Option #3 (80%-20%) and \$3.00 prescription drug rider. Retirees may add dependent children coverage, but at the retiree's expense.
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 he/she is eligible. Upon receiving Medicare coverage, then the Township shall reduce the present health insurance coverage to provide the Medicare Supplement.

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5. Should the retiree be covered with health insurance through his/her working spouse, then the Township shall not be obligated to provide the retiree health insurance while the retiree is eligible for dependent status coverage. Health insurance regulations shall govern.

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 premium for this coverage shall be paid by the retiree and/or his/her spouse.

Section E. 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 fare for each month in which medical insurance coverage is not provided.

ARTICLE 18. 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 19. 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 20. 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 90 days, said insurance shall provide each employee 60% of his/her weekly earnings with a maximum of \$1,500 per month for the length of disability to age 65, less any social security, and any life insurance provided

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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 21. WORKERS' DISABILITY COMPENSATION.

An employee who receives compensation from the Township or his agent under the Workers' Disability Compensation Act, 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' Disability 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 longer pay the difference between the employee's salary and Workers' Disability 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.

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 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 Manager/Personnel Director, may be appealed to the third step of the grievance procedure.

ARTICLE 22. 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 Worker's Disability Compensation Act. Sick leave shall be available to be used by the employee for the employee's illness or the illness of his/her spouse, children, mother, father, brother, sister, grandparents, or those who functioned as "parents" for the employee during his/her 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.

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Section 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 at the beginning of his/her 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 one (1) day per each calendar month worked. Sick leave 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.

Section 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 Township due to misconduct, are not eligible for the benefits under this section.

Section G. Sick Leave Payout. When an employee has accumulated a minimum bank of 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 a maximum of forty (40) hours of sick leave during 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.

ARTICLE 23. PERSONAL LEAVE DAYS.

Section 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 pro-rated from the date of hire. The employee shall then be credited with three (3) days the next January. Said leaves shall not be

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changed to sick leave or vacation, and shall not be cumulative. They also shall not be used in conjunction with regularly established vacation periods.

Section B. Personal leave days shall be available to be used at the employee's discretion, subject to the notice requirements in Section C, below.

Section C. Personal 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. Emergency personal leave days must also receive approval of the department head.

ARTICLE 24. FUNERAL ATTENDANCE.

Section A. In the event of death in your immediate family, an employee 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. Your 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.

Section 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.

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

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

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

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Holiday. If they fall on Tuesday through Friday, employees shall receive the afternoon off before each.

On Good Friday, employees shall work until one o'clock p.m., and then receive the rest of the afternoon off with pay.

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

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.

Section B. 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.

Section C. 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.

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 LEAVE.

Section A. Each full-time employee shall be allowed to accumulate vacation up to a maximum of twenty (20) working days or 160 hours. Vacation shall be earned according to the following schedule of continuous and completed years of service.

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

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

Section C. All vacation requests for the next year period shall be submitted to the department head by April 1st. Vacation leave will be subject to the approval of the department

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head. 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 two (2) weeks prior notice to the department head. In addition, if a senior employee wishes to ask for or change a previous vacation, he/she 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 his/her earned but unused vacation leave days.

ARTICLE 27. 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 28. PENSION PLAN.

Section A. The pension plan now in effect shall continue to be available for the bargaining unit employees hired prior to the date of ratification by both parties. All employees hired after the date of ratification by both parties will be covered by the pension plan outlined in Section D.

Section B. The Township agrees to provide the mechanism for employees' participation in the I.C.M.A. Retirement Corporation Deferred Compensation Plan.

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Section C. Effective January 1, 1982 the pension plan shall be changed 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

Additionally, the pension formula factor shall be changed effective January 1, 1986 to 1.5.

The Social Security offset provision in the existing pension plan shall be eliminated with a reduction in the existing pension factor of 1.5% to 1.11% so that the resulting pension benefit shall remain equal to that which the employee would have received prior to the elimination of the Social Security offset.

Section D. ICMA-RC 401a Pension Plan.

An ICMA Retirement Corporation 401a Pension Plan is offered as an alternative to the existing Township Pension Program with the following conditions:

1. Immediate 100% vesting of Township contribution.
2. Contribution Rates^a as a percentage of base salary:

<u>Township</u>	<u>Employee</u>	<u>Total Contribution</u>
3.0	1.5	4.5
3.5	2.0	5.5
4.0	2.5	6.5
4.5	3.0	7.5
5.0	3.5	8.5

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3. The employee contributions will be either pre-tax or after tax depending on the choice made by the employee. The choices are:
 - (a) After-Tax Employee Contributions. Any of the levels listed above may be chosen initially and changes can be made on a quarterly basis.
 - (b) Pre-Tax Employee Contributions. Employees chose the 3.5% contribution level as the pre-tax irrevocable choice, which cannot be lowered.
4. Specific terms of the pension program are contained in the ICMA-RC plan document.

Note a: 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.

**ARTICLE 29. WORK HOURS, PAID FOR TIME WORK BREAKS
AND 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 head or Township Manager/Personnel Director. If the Township Manager/Personnel Director or department head 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, or eight (8) hours in one (1) day, except where the Township has exercised its option in Section C, above, to alter the work schedule. Such compensatory time or overtime must be approved in advance of accumulation

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or payment. The 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 head.

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

Section F. The Township will provide the appropriate forms for use and accumulation of compensatory time. No more than forty (40) hours of compensatory time can be carried from one calendar year to the next.

ARTICLE 30. NO STRIKE OR 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 in 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 31. RESIGNATIONS.

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

ARTICLE 32. 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.

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ARTICLE 33. 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 34. LONGEVITY.

Section 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

Maximum base for longevity shall be \$16,000.

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.

ARTICLE 35. 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.

Meridian Charter Township/Professional Non-Supervisory Contract (1997-98)

ARTICLE 36. 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 plan.

ARTICLE 37. AFFIRMATIVE ACTION OVERRIDE CLAUSE.

Section A. Policy. It is the policy of the Charter Township of Meridian to affirmatively implement equal opportunity to all employees and applicants for employment. 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, physical handicap, or age in the treatment of employees or the hiring of applicants who are otherwise qualified for employment.

ARTICLE 38. TERMINATION.

Section A. This Agreement shall continue in full force and effect until 12:00 a.m. midnight, December 31, 1998.

Section B. 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.

Section C. 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, 1998.

Section D. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Article may be terminated by either party on ten (10) days written notice of termination after December 31, 1998. However, such notice shall not accelerate the termination date of December 31, 1998.

Section 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 Township, addressed Charter Township of Meridian, 5151 Marsh Road, Okemos, MI 48864, or to any such address as the Union and the Township may make available to each other.

Meridian Charter Township/Professional Non-Supervisory Contract (1997-98)

ARTICLE 39. SALARIES.

Section A. The employer retains the right to hire new employees in above the starting rate, provided however, no new employee will be hired at a rate above Step 3 and/or the lowest step occupied by any incumbent in the classification, whichever is less. Advancement on the following salary schedule is on the basis of seniority in one (1) year increments.

Section B.

PROFESSIONAL NON-SUPERVISORY SALARY SCHEDULE
(Effective January 1, 1997)

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Appraiser III	34,622	35,609	36,593	37,583	38,569	39,556
Senior Building Inspector	34,622	35,609	36,593	37,583	38,569	39,556
Building Inspector	32,402	33,391	34,375	35,362	36,350	37,334
Appraiser II	32,402	33,391	34,375	35,362	36,350	37,334
Human Services Coord	32,402	33,391	34,375	35,362	36,350	37,334
Drafting Manager	29,865	30,852	31,838	32,822	33,810	34,798
Asst Planner	29,865	30,852	31,838	32,822	33,810	34,798
Sr TV Production Mgr	29,865	30,852	31,838	32,822	33,810	34,798
Code Enforcement Officer	27,323	28,310	29,296	30,282	31,271	32,258
Human Services Specialist	27,323	28,310	29,296	30,282	31,271	32,258
Appraiser I	27,323	28,310	29,296	30,282	31,271	32,258
Drafter	27,323	28,310	29,296	30,282	31,271	32,258
Landscape Architect	27,323	28,310	29,296	30,282	31,271	32,258
Planning Technician	24,631	25,704	26,601	27,588	28,575	29,563
Engineering Technician	24,631	25,704	26,601	27,588	28,575	29,563
Appraiser Technician	24,631	25,704	26,601	27,588	28,575	29,563
TV Production Manager	24,631	25,704	26,601	27,588	28,575	29,563

Meridian Charter Township/Professional Non-Supervisory Contract (1997-98)

PROFESSIONAL NON-SUPERVISORY SALARY SCHEDULE
(Effective January 1, 1998)

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Appraiser III	35,591	36,606	37,618	38,635	39,649	40,664
Senior Building Inspector	35,591	36,606	37,618	38,635	39,649	40,664
Building Inspector	33,309	34,326	35,338	36,352	37,368	38,379
Appraiser II	33,309	34,326	35,338	36,352	37,368	38,379
Human Services Coord.	33,309	34,326	35,338	36,352	37,368	38,379
Drafting Manager	30,701	31,716	32,729	33,741	34,757	35,772
Asst Planner	30,701	31,716	32,729	33,741	34,757	35,772
Sr TV Production Mgr	30,701	31,716	32,729	33,741	34,757	35,772
Code Enforcement Officer	28,088	29,103	30,116	31,130	32,147	33,161
Human Services Specialist	28,088	29,103	30,116	31,130	32,147	33,161
Appraiser I	28,088	29,103	30,116	31,130	32,147	33,161
Drafter	28,088	29,103	30,116	31,130	32,147	33,161
Landscape Architect	28,088	29,103	30,116	31,130	32,147	33,161
Planning Technician	25,321	26,424	27,346	28,360	29,375	30,391
Engineering Technician	25,321	26,424	27,346	28,360	29,375	30,391
Appraiser Technician	25,321	26,424	27,346	28,360	29,375	30,391
TV Production Manager	25,321	26,424	27,346	28,360	29,375	30,391

Section C. Retroactive pay will be provided to all employees as of the date of ratification by both parties. Retroactive pay to each employee will be made the pay period after the pay period the contract is approved by the Township Board and signed contracts are in place.

Meridian Charter Township/Professional Non-Supervisory Contract (1997-98)

Signed this 17th day of June, 1997, by order to the Township Board of the Charter Township of Meridian, (Township Board approved May 20, 1997).

THE CHARTER TOWNSHIP OF MERIDIAN

Barbara J. VandenBerg
Barbara J. VandenBerg

By: Bruce A. Little
Bruce A. Little, Supervisor

Tumai M. Burris
Tumai M. Burris

By: Virginia L. White
Virginia L. White, Clerk

Signed this 10 day of June, 1997, pursuant to ratification instruction voted by Local 1390, at a duly held meeting on May 12, 1997.

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

Barbara J. VandenBerg
Barbara J. VandenBerg

By: Jay Graham
Jay Graham, Unit Chair

David M. Upchurch
David M. Upchurch

By: Kathy Thuemmel
Kathy Thuemmel, Unit Vice-Chair

Barbara J. VandenBerg
Barbara J. VandenBerg

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

MEMORANDUM OF AGREEMENT

between

THE CHARTER TOWNSHIP OF MERIDIAN

and

A.F.S.C.M.E.

PROFESSIONAL NON-SUPERVISORY UNION

June 3, 1997

The representatives of the parties have agreed to the following amendment to the 1997-98 Contract between the Professional Non-Supervisory Union and the Township. This amendment will become effective upon the approval of all A.F.S.C.M.E. Units (to include Clerical/Secretarial and Public Works/Physical Plant units), as follows:

1. **Article 25. Holiday Provisions**

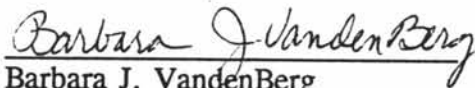
The following language will replace all language that addresses the Christmas and New Years Day Holiday time off:

"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:

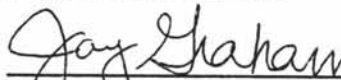


Gerald J. Richards

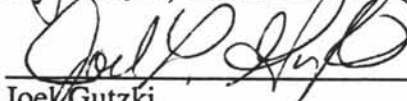


Barbara J. VandenBerg

FOR THE UNION:



Jay Graham, Union Chair



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

