



AGREEMENT

By and Between

THE CHARTER TOWNSHIP OF MERIDIAN

and the

MERIDIAN TOWNSHIP POLICE SUPERVISORY UNIT

CAPITOL CITY LABOR PROGRAM (CCLP)

Effective Date: January 1, 2023

Termination Date: December 31, 2026

Providing a safe and welcoming, sustainable, prime community.



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Meridian Township/CCLP Police Supervisory Union (2023-2026)

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THIS AGREEMENT is entered into on January, 1, 2023, between the Charter Township of Meridian, (the "Township") and Capitol City Labor Program, Meridian Township Police Supervisory Unit, (the "Union").

WHEREAS, the Township and the Union recognize that providing quality police service for the protection of the persons and property in Meridian Township is their mutual aim and that the character of the quality, performance, cooperation, and morale of the supervisory Police Officers employed by the Township is a mutual concern; and,

WHEREAS, the Township and the Union have agreed to bargain collectively, pursuant to the Public Employment Relations Act (Act 379 of the Michigan Public Acts of 1965) with respect to hours, wages, terms, and conditions of employment of the police officers; and,

WHEREAS, the parties have reached certain understandings that they desire to confirm in this Agreement;

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1: RECOGNITION

Section 1. The Township recognizes the Union as the exclusive and sole bargaining representative for all full-time, regular*, salaried supervisory employees of the Meridian Township Police Department, employed whose positions are classified as Sergeant, Detective Sergeant, Lieutenant and Captain excluding the Assistant Chief of Police. The term "Officer," as used hereafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit.

**Definition. Regular refers to full-time employees employed throughout the year who have completed their formal or informal probationary period as distinguished from seasonal, probationary, and temporary employees.*

Section 2. The Township agrees not to bargain with regard to the salaries, hours, or working conditions of the members of this bargaining unit with any labor organization other than the Union for the duration of this Agreement.

Pursuant to Acts No. 9 & 25 of the Public Acts of 2011, effective March 16, 2011 and May 11, 2011 respectively, amending 1947 PA 336 section 15 (MCL 423.215):

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

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

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

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accountability act.

The provisions related to Emergency (Finance) Managers are inserted by law, not by bargaining of the parties. If relevant law is overturned or found unenforceable, these clauses will not be executed by the Labor Agreement.

ARTICLE 2: TOWNSHIP RIGHTS

Section 1. The Union recognizes that the Township reserves and retains, solely and exclusively, all rights to manage and operate the Township's affairs.

Section 2. The Township, on behalf of its electors, hereby retains and reserves exclusively unto itself, all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States. Such right, by way of illustration, but not limitation, being partially set forth as follows:

- A. To manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of material, tools and equipment to be used, and the discontinuation of any materials or methods of operation that it deems necessary for the public good.
- B. To introduce new equipment, methods, procedures, change or eliminate existing equipment and methods, and to decide on material, supplies, equipment, and tools to be purchased and used.
- C. To determine the type, number, and location of all facilities, materials, equipment, and installations.
- D. To hire, assign, transfer, promote, demote, discharge and discipline, and lay off employees in accordance with applicable state law and in accordance with this Agreement.
- E. To supervise and direct the work force, assign work, and determine the number of employees assigned to operations whenever and wherever the same shall be deemed necessary and proper by the Township.
- F. To establish, change, combine, or discontinue job qualifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.
- G. To determine lunch, rest period, department meeting times and places, starting and quitting times, and the number of hours to be worked.
- H. To establish work schedules.
- I. All rights, functions, powers, and authority that the Township has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Township. The Township shall have the right to amend, supplement, or add to its written rules and regulations during the term of this Agreement, provided, however, the Township shall notify the Union of any such amendments, supplements, or additions at least five (5) days in advance of their effective date except in cases of emergency. Such written rules shall be reasonable

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and shall relate to the proper performance of the Officer's duties and shall not be applied in a discriminatory manner.

- J. To determine the size of the work force and to increase or decrease the same; to abolish, restructure, or consolidate the department; to contract police work out in whole or in part, when necessary, subject only to the applicable terms and term of this Agreement.
- K. To permit Officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Township, this is necessary for the conduct of municipal service.
- L. To select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work.
- M. To discipline, up to and including termination of employment, provided that all discipline is for just cause unless otherwise provided in this Agreement.

Section 5. The Township agrees to notify, except in cases of emergency, the Union of any amendments to the Township personnel policy and department regulations in advance of their effective date.

Section 6. The applicability of this Article shall be limited only by the specific terms and conditions as provided in this Agreement. It is recognized by the parties that Article 2 reserves and grants to the Township specific rights, subject to the provisions of this labor agreement, and prerogatives and is not merely a general reservation of rights. The rights granted to the Township are substantive and intended to be fully enforced by the parties. They are not a mere recital of rights.

ARTICLE 3: UNION RIGHTS

Section 1. General. The Union, or any committee thereof, shall have the right to use the facilities of the Meridian Township Hall, without charge, for Union meetings. Proper clearance for the use of the facilities shall be obtained from the appropriate Township official prior to scheduling any meeting. Meetings shall be conducted in a manner that shall not be disruptive to the normal functioning of the police department.

The Township will provide space within the Township Hall or Public Safety Building for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any Township elected or administrative officials.

Officers' personnel files shall be kept under the direct control of the Township Human Resources Director.

- A. The Township will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way examine in whole or in part, an Officer's personnel file or any document that may become a part of a personnel file.
- B. An Officer may, by right, view their own personnel file as to its total content, except the background investigation report, upon written request to the Police Chief or Human Resources Director. The Township agrees not to divulge the contents of the

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Officer's file without a written release from the employee concerned or as required by law. The Township will notify the employee if a request for the contents of the file are requested.

- C. All Officer personnel files must be kept and maintained in the confines of the Township Hall so as to secure privacy.
- D. It is understood by both parties that the Township Manager may review the Department personnel files.

Past infractions may only be used in administering discipline up to a three (3) year period. After the three (3) year period, past infractions shall not be used against any employee in the bargaining unit, unless it is part of an ongoing grievance, in which case it shall remain in the file until such time as the grievance is resolved. Counseling memos shall not be placed in the Officer's personnel file, but shall be filed in a file separate from the personnel file.

The Township will not discriminate against any Officer because of membership in the Union. Membership in the Union shall not be denied to any member of the bargaining unit.

Section 2. Union Security & Checkoff. The Township agrees to deduct from the salary of each individual employee in the bargaining unit, who voluntarily becomes a member, the Union dues subject to all of the following subsections:

- A. The Union shall provide and 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 or, as an alternative allow any employee so desiring to pay their dues in increments or a lump sum.
- B. All Checkoff Authorization forms shall be filed with the Human Resources Director who may return any incomplete or incorrectly completed forms to the Union Treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. The Township shall checkoff only obligations that come due at the time of checkoff, and will make the checkoff deduction only if the employee has enough pay due to cover such obligations, and will not be responsible for refund to the employee if they have duplicated a checkoff deduction by direct payment to the Union.
- D. The Township's remittance will be deemed correct if the Union does not give written notice to the Human Resources Director, within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- E. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Union and Human Resources Director, and the amount owing the Union shall reflect accordingly with the next payment from the employee and due to the Union.
- F. The Union shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of Union dues to be deducted from the wages of employees in accordance with this Article. Any change in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation.

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- G. 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.

ARTICLE 4: UNION REPRESENTATIVES

Section 1. Collective Bargaining Committee. The Township agrees to recognize not more than four (4) representatives. These representatives shall be composed of two (2) members of the Union and two (2) non- Union members who shall be designated by the Union. The Union will furnish the Township with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary.

Section 2. In all cases where members of the unit are negotiating, time spent in negotiations shall equal gap time prior to reporting for duty, schedule permitting. Time spent in negotiations shall be credited as duty time either:

- A. To allow a late shift start; or,
- B. To allow an early release with the gap time (time spent in negotiations) credited at the end of the shift;
- C. In all cases, an individual shall be paid for the entire shift.

A minimum of six (6) hours should be allowed between the end of negotiations and start of a new shift. Anything less than six (6) hours shall qualify as gap time. If an Officer must go immediately on duty on their scheduled shift, that time which would normally be gap time will be credited to the Officer as compensatory time. The Chief's decision shall be final and shall not be subject to grievance. Gap time shall be limited to a maximum no greater than the amount of time spent in attending negotiating sessions.

Section 3. Officers may be represented by a Union representative for each work shift. The Union shall furnish the Township with a list of the representative's names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Union President to serve in the absence of the regular representatives.

Section 4. When requested by an Officer, a representative may investigate any alleged or actual grievance in their assigned work area and assist in its presentation. They may be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and prior approval of their immediate supervisor outside the bargaining unit.

Section 5. When an Officer presents their own grievance without intervention of a Union representative, the Union shall be given a copy of all results and settlements.

Section 6. A non-employee Union representative may consult with Officers in assembly areas before the start of each work shift or after the end thereof. Before entering the assembly area, notification must be given to the Chief or their designee.

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ARTICLE 5: HOURS AND RATES OF PAY

Section 1. Officers may be required to be on duty either a minimum of eight (8) consecutive hours during each scheduled working day for a total of five (5) consecutive days of eight (8) hours each, or a minimum of ten (10) consecutive hours during each scheduled duty day for a total of four (4) consecutive days of ten (10) hours each, except as excused by the Chief. Any time in excess of the minimum duty hour day, to be established by the Township according to the above alternative, shall constitute overtime. The Township has implemented the four (4) day/forty (40) hour week schedule, but reserves the right, as hereinafter stated, to change said schedule if deemed in the best interest of the Township, the Officers, and the community. Said change will not take place prior to sixty (60) calendar days due notice and adequate consultation with the bargaining unit. The Township may adopt different schedules for different Officers. The Union fully realizes that while the 4-day/40 hour week schedule creates certain Departmental efficiencies, it also results in an additional fifty-two (52) days off for Union members. Work schedules will be reasonable.

Section 2. Detectives and non-road personnel shall be required to be on duty for a total of five (5) days a week consisting of eight (8) hours each excluding the lunch break; except as excused by the Chief.

Section 3. An Officer shall receive an hourly rate for services performed as set forth in Appendix A attached hereto.

Section 4. All overtime shall be reimbursed at the rate of one and one-half (1-1/2) times the regular hourly rate and shall be paid at the end of the next regularly scheduled pay period after the overtime is earned.

An Officer may, in lieu of payment for overtime, receive compensatory time off at the straight time rate. Compensatory time will be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Compensatory time shall be authorized by the Officer's immediate supervisor at the time they are instructed to perform the compensatory time service and shall be accounted for on a form furnished by the Chief and signed by the Officer's immediate supervisor. Authorization for overtime shall not be unreasonably withheld. No accumulation of compensatory time shall be authorized or credited in excess of sixty (60) hours, except in an emergency situation. Accumulated compensatory time in excess of sixty (60) hours shall be dissipated during the pay period following the one in which the compensatory hours were accumulated, or the time will be forfeited unless authorization, in writing, to extend the time beyond the following pay period is obtained from the Chief.

To the extent possible, individual preference in the use of compensatory time will be honored. The use of all compensatory time shall be subject to the Chief's approval. The decision of the Chief shall not be subject to the grievance procedure.

The Department has an obligation to honor reasonable requests for use of compensatory time, but also has an obligation to the citizens of the Township to maintain quality police service for the protection of persons and property in the Township.

Section 5. Overtime shall be authorized by the Officer's immediate supervisor at the time they are instructed to perform the overtime service and shall be on a form furnished by the Chief and

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signed by the Officer's immediate supervisor. Authorizations for overtime shall not be unreasonably withheld.

Section 6. Upon resignation, discharge, or retirement from the employ of the Township, all accumulated compensatory time shall be paid to the Officer in full. Upon the death of an Officer, all accumulated compensatory time shall be paid to the Officer's spouse or estate in full.

Section 7. Court Time. If an Officer is subpoenaed into Court, the Officer shall be paid (if off duty) a minimum of two (2) hours at the rate of time and one-half (1-1/2) the Officer's hourly rate, unless such time shall extend past two (2) hours, in which event the Officer shall be paid time and one-half (1-1/2) for the exact hours or portion thereof so worked.

If an Officer has to go to Court to validate a Complaint/Warrant, the Officer shall be paid (if off duty) a minimum of two (2) hours at the rate of time and one-half (1-1/2) the Officer's hourly rate, unless such time shall extend past two (2) hours, in which event the Officer shall be paid time and one-half (1-1/2) for the exact hours or portion thereof so worked. Time and one-half (1-1/2) the Officer's rate of pay shall be paid for all matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearances, License Appeal Board hearings, and Liquor Control Commission hearings) that occur beyond an Officer's normal duty shift, with a payment of a minimum of two (2) hours at the rate of time and one-half (1-1/2) of the Officer's hourly rate of pay, unless such time worked shall extend past two (2) hours, in which event the Officer shall be paid time and one-half (1-1/2) for the exact hours or portion thereof so worked.

Court times that occur adjacent to regular duty shifts will be paid at time and one-half (1-1/2) for all continuous time prior to, or extending beyond, an Officer's regularly scheduled shift.

In no case will the Officer pyramid time and one-half (1-1/2) pay on top of regular shift pay, nor will the two (2) hour minimum at time and one-half (1-1/2) apply in cases of court time that overlap or are contiguous to either the beginning or end of a regularly scheduled shift.

As an illustration: If an Officer is in court from 2:30 until 3:30, and off duty, then they report for duty on a regular shift, they will be entitled to two (2) hours minimum at time and one-half (1-1/2).

If an Officer is in court from 3:30 until 4:30, when normally off duty until 4:00, then reports for a regular shift, they are not entitled to two (2) hours minimum at time and one-half (1-1/2).

If there is any break (time wise) between the end of court duty and the normal starting time of a regular duty shift, the two are **not** contiguous nor overlapping, and the two (2) hour minimum at time and one-half (1-1/2) will apply.

Any Officer, while off duty, who is required to attend Court, validate a Complaint/Warrant, or attend any administrative hearing as outlined in this Section, may elect at their option to use a privately owned vehicle, providing such appearance is held within Ingham County, or at the State Secondary Complex, or they may elect to pick up a Township vehicle if available.

Mileage for privately owned vehicles shall be computed from the Officer's house of residence to the place of hearing by the most direct route and paid at the then Township standard rate. This will not exceed sixty (60) miles round trip.

The Officer shall keep any mileage allowance received in connection with the above types of proceedings, provided they are not using a Township vehicle, or provided they are not being

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reimbursed for mileage for use of a privately owned vehicle at the standard rate by the Township. If a Township vehicle is used, or the Officer is reimbursed for mileage at the standard rate for use of their privately owned vehicle, the mileage allowance will be turned in to the Department.

The Officer shall turn in any statutory witness fee paid to them by the Court.

No adjustment to court overtime compensation will be made because of mileage allowances or statutory witness fees paid to the Officer that are not subject to the above turn-in provisions. Such adjustment will take place only in lieu of turning in the required fee/allowance to the Department.

Section 8. All hours worked due to call back immediately preceding the Officer's normal work day shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate. All hours worked due to call back not immediately preceding the officer's normal work-day shall be compensated at one and one-half (1-1/2) times with a minimum of two hours.

Section 9. Work Schedule. A shift schedule will be posted once every thirty (30) days indicating the normal work day of every Officer. Said schedule shall be posted at least thirty (30) days prior to its effective date. Changes may be made in the posted shift schedule by the Chief as may be required to meet the needs of the Department.

Section 10. Longevity. The Township agrees to pay longevity according to the following schedule:

Five (5) thru nine (9) years	\$320.00
Ten (10) thru thirteen (13) years	\$640.00
Fourteen (14) thru seventeen (17) years	\$960.00
Eighteen (18) years and over	\$1,280.00

Longevity payments shall be paid in a lump sum at the first regular pay period following achievement of the scheduled anniversary date that makes the Officer eligible for the longevity payment. For purposes of computation, years of service shall be measured from the first day of employment with Meridian Township as an Officer.

In the event of split, interrupted, or non-continuous service, longevity computations shall only be based on the last period of continuous service to the Township.

All members will be required to utilize direct deposit or for all pay transactions.

Section 11. Special Duty. Officers doing undercover work shall receive their out-of-pocket expenses necessarily and actually incurred in the performance of their duties, provided such expenses are approved by the Township.

Section 12. Lunch Period. All road Officers are to be allowed 1/2 hour paid lunch period to be taken at a convenient time during their tour of duty. The Officer is paid for this time to recognize that they are on call and that their lunch time will vary and possibly may be interrupted by the needs of the Department.

Non-Road Officers are normally not subject to the unpredictability of irregular lunch period times and the possibility of interruption. They are therefore allowed one (1) hour of unpaid lunch. In keeping with the Township policy of flextime, the non-road Officer may, with the concurrence of the Chief, vary their lunch period length and their starting or quitting time accordingly. Such adjustment shall not interfere with the needs and efficiency of the Department.

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ARTICLE 6: INSURANCE AND PENSION

Section 1. Life Insurance. The Township shall provide each Officer with standard group life insurance coverage. Officers shall be insured in an amount equal to the Officer's salary to the next multiple of \$1,000.00 but not less than \$10,000.00. The entire cost of the insurance shall be borne by the Township.

Section 2. Accidental Death and Dismemberment. The Township shall provide each Officer with insurance coverage against accidental death or dismemberment, wherever or however it occurs, which shall be in addition to benefits provided by workers compensation and other insurance programs listed herein. The coverage afforded shall be in an amount equal to the Officer's salary to the next multiple of \$1,000.00, but not less than \$10,000.00.

Section 3. Health and Hospitalization.

- A. The Township shall provide each employee and family with medical and hospitalization coverage selected through the Healthcare Coalition and ratified by the Union. The Union agrees to participate in a Healthcare Coalition involving CCLP and other Township employee groups to discuss and evaluate insurance options. Any changes proposed by or to the Healthcare Coalition, contrary to current contract language, must be ratified by CCLP members. The unit is subject to Public Act 152 of 2011 which shall limit the Township contribution for all medical insurance expenses as described in PA 152.
- B. Subject to the selection of coverages by the Healthcare Coalition, the terms of any such coverage and the provisions of PA 152 of 2011, the Employer shall deposit, if any, an annual Health Savings Account (HSA) contribution into each employee's Health Savings Account (HSA) in one installment that that will be made in January, and will cover January through December.
- C. The Township reserves the right to substitute another plan and/or carrier of this coverage; the fundamental provisions of the present coverage will not be changed.
- D. An employee who has dual medical insurance coverage may, at their option, elect to refuse medical insurance coverage provided by the Township. Such election shall be in writing. The Township shall pay any employee entitled to and refusing medical insurance coverage an amount equal to the current single monthly premium rate for each month not to exceed \$375 per month (or higher if agreed to or arbitrated by POAM) in which medical insurance coverage is not provided.
- E. Officers, who are hired and/or promoted into the unit and become married after January 1, 2009, whose spouse is also employed by the Township may only be covered under one joint contract and are not eligible to receive a health insurance opt out payment.

Section 4. Accident and Sickness Income. The Township shall provide accident and sickness income insurance for injuries and sickness of any type; which shall be in addition to and in supplement of the sick leave benefits granted to each Officer. Said insurance shall provide each Officer sixty (60%) percent of their weekly earnings with a maximum of \$3,500 per month for the

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length of disability to age 65, less any income benefits received from workers compensation insurance, social security, and any life insurance provided by the Township. The benefits of this insurance do not cover sickness or accidents resulting from employment with another employer. The entire cost of this coverage shall be borne by the Township. The terms of this policy shall control this section, and an Officer drawing disability may be required to return to work at a position where their disability will not impair their ability to perform.

Section 5. Liability Insurance. The Township shall furnish liability insurance that shall be designed to protect Officers from personal liability for actions arising out of the course of their employment. The policy is incorporated herein by reference and the term of the policy shall control. To the extent of the coverage provided, the policy will guarantee an adequate defense for the Officer, if sued, and will provide a source of funding for any judgment rendered against an Officer.

The Union agrees that the Township is not a self-insurer and the liability of the Township does not, in any event, extend beyond the actual terms of the policy.

Section 6. Pension and Retirement. Each Officer shall receive pension benefits in accordance with the benefits outlined below as provided through the Michigan Employees Retirement System:

The retirement system shall consist of the following:

- A. Employees promoted into this unit on or after January 1, 2020 with a Defined Benefit Plan only shall be placed into this unit's Defined Benefit Plan. Employees promoted into this unit on or after January 1, 2020 with a combination Defined Benefit and Defined Contribution Plan shall retain it.
- B. Effective August 1, 2005, Officers will be covered by the Municipal Employees Retirement System (MERS) non-standard benefit of 2.75% multiplier with F50 (25 years), FAC-3, E-2, and D-2. Member contribution rate will be 11.24%.
- C. Vesting at one hundred (100%) percent to be effective after ten (10) years of complete service.
- D. Each Officer may make application no earlier than ten (10) years after their date of hire nor later than one (1) year before anticipated retirement to buy back a maximum of two (2) years of military service credit toward retirement. Said military buy back shall be paid for exclusively by the employee.
- E. The final average compensation shall be determined by using an average of the highest consecutive 3-year (36 months) period of earnings.
- F. The Township will provide health and hospitalization insurance coverage to retired Officers, and their spouse at the time of retirement, who receive a pension from the Township as follows:
 1. For employees hired before January 1, 2017:
 - a. Health and hospitalization coverage shall be provided to and on the same terms as current employees of the Township until the retiree is eligible for other coverage. The Township may offer alternative plans alongside

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base plan at its discretion. Retirees may add dependent children coverage, but at the retiree's expense.

- b. The Township may elect to change insurance plan or carriers. There shall be no loss of benefits as a result of the change in plan or carriers, except as provided above, however.
- c. The Township shall pay fifty (50%) percent of the monthly premium and the retired Officer or their spouse shall pay fifty (50%) percent of the monthly premium. The 50% Township contribution is limited to a retired Officer being an individual who is eligible to receive a pension benefit (including a disability pension) immediately after leaving the employment of the Township.

To be eligible for the above-referenced retiree health care benefits, the employee must be age fifty (50) and have completed twenty-five (25) years of actual service, including Act 88 reciprocity time, but excluding the purchase of generic time. This exclusion of the purchase of generic time shall only apply to such purchases occurring after November 23, 2010.

- 2. For employees hired after January 1, 2017:
 - a. Health and hospitalization coverage shall be as provided to and on the same terms as provided to current employees of the Township until the retiree is eligible for other coverage. The Township may offer alternative plans alongside base plan at its discretion. Retirees may add dependent children coverage, but at the retiree's expense.
 - b. The Township may elect to change insurance plans or carriers. There shall be no loss of benefits as a result of the change in plan or carriers, except as provided above, however.
 - c. The Township shall pay fifty (50%) percent of the monthly premium and the retired Officer or their spouse shall pay fifty (50%) percent of the monthly premium. The 50% Township contribution is limited to a retired Officer being an individual who is eligible to receive a pension benefit (including a disability pension) immediately after leaving the employment of the Township.

To be eligible for the above-referenced retiree health care benefits, the employee must be age fifty-five (55) and have completed twenty-five (25) years of actual service, including Act 88 reciprocity time, but excluding the purchase of generic time.

- 3. The Township shall also provide health and hospitalization coverage to employees who qualify for duty disability retirement, upon separation from the Township. The health and hospitalization shall be as provided to and on the same terms as current employees of the Township until the retiree is eligible for other coverage as called for in the collective bargaining agreement.

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4. If the retired Officer accepts other employment and health insurance is available and is provided by that employer, then the Township shall not be obligated to provide the retired Officer with health insurance coverage. Failure to notify the Township will be grounds for eliminating the 50% Township share of the monthly premium. Retirees losing medical coverage from another source shall notify the Human Resources Office and may re-enroll the first of the month following their loss of alternative coverage.
5. The retired Officer must apply for Medicare as soon as they are eligible. Upon receiving Medicare coverage, the Township shall reduce the present health insurance coverage to provide only the Medicare Supplement.
6. Should the retired Officer be covered with health insurance through their working spouse, then the Township shall not be obligated to provide health insurance while the retired Officer is eligible for dependent status coverage. Health insurance regulations shall govern.
7. Should the spouse survive the retired Officer, then the spouse shall continue to receive and be eligible for the above described health and hospitalization coverage.
8. Employees promoted into this unit on or after January 1, 2020, who participate in the retiree health savings plan will continue to participate in such plan upon promotion. All others will be subject to the retiree health provisions of this contract.

Section 7. General. In all cases of pension and insurance, the terms of the actual policies shall control.

Section 8. Improvements to Hospitalization Plans During Term of Contract. Any improvements or increase of benefits which occur in the Township health and hospitalization program during the term of this contract shall automatically be extended to the Officers covered by this Agreement.

Section 9. Humanitarian Clause. Should an Officer become physically or mentally handicapped to the extent that they cannot perform their regular job, the Township will make every effort to place the Officer in a position that they are physically and mentally able to perform. The Officer's status shall be reviewed yearly. The Parties agree to comply with the terms of the Americans with Disabilities Act.

Section 10. Worker's Compensation. The Township shall, for a period not to exceed twenty-six (26) weeks supplement without charge to sick leave or vacation, worker's compensation benefits for Officers injured on the job by the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime.

In the event an Officer receives sick leave compensation and subsequently such Officer is awarded worker's compensation for the same period of time, the Officer shall reimburse the Township for the amount received as sick leave compensation and the Township shall credit the Officer's sick leave account with the number of days so used as sick leave.

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In cases of injury, where an Officer is injured by the use of a weapon or because of an assault and in the line of duty (not self-inflicted), the Township shall, for a period of twenty-four (24) months, supplement without charge to sick leave or vacation, worker's compensation benefits for Officers so injured as stated above in the line of duty by the differences between worker's compensation benefits and the normal weekly earnings, excluding overtime. In cases of injury, where an Officer is injured because of the direct effects of an assault, the Township shall supplement for a period of twenty-four (24) months, without charge to sick leave or vacation, the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime. It is not the intent of this clause to cover medical disabilities that are progressive in nature.

Section 11. Dental and Vision Plans. Employer agrees to provide dental and vision insurances, subject to the applicable eligibility requirements of the policy.

Section 12. The Township shall provide medical and hospitalization coverage for surviving dependents where an Officer dies in a duty-related incident. Coverage shall be for unmarried spouses and unmarried children to age 19, provided survivors are not entitled to social security survivors benefits.

ARTICLE 7: PROBATIONARY PERIODS

Section 1. When a new Officer is hired, they shall be considered a probationary employee for the first twelve (12) months after attendance at a training academy, if required. Trained new Officers shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent new probationary Officers for purposes including, but not limited to, rates of pay, wages, hours of employment and grievances concerning interpretation of all aspects of this contract except those related to discharge and discipline. In the event of discharge and/or discipline of an Officer on probationary status, the Union may represent the Officer, but neither the Officer nor the Union may process any grievance arising out of disciplinary or discharge action to the arbitration step of the grievance procedure.

Section 2. The probationary period for an employee promoted to the rank of Sergeant, shall be twelve (12) months. The Township shall notify the Officer quarterly, in writing, of their acceptability of performance in the position. The grievance procedure shall not be available for any demotion of a Sergeant or during a probationary period. The Officer, at their own volition, may return to their prior position at their choice during the twelve (12) month probationary period. At such time of return, the Officer will not be eligible for a promotional opportunity for two (2) years from the initial date of promotion or until a new promotional list is published.

ARTICLE 8: SENIORITY AND LOSS OF SENIORITY

Section 1. Definition. Seniority for economic benefits shall mean the status attained by continuous length of service as an employee of the Meridian Township Police Department. Classification seniority for non-economic benefits shall mean the status attained by continuous length of service in a particular classification.

Section 2. Seniority List. The Township will maintain a roster of Officers, arranged according to seniority, showing the name, position, and anniversary date, and shall furnish a copy to the Union during the first month of each calendar year.

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Section 3. Loss of Seniority. An Officer shall lose their seniority and their employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. They resign or quit, other than a newly hired probationary employee.
- B. They are discharged for just cause and not returned through the grievance procedure or other litigation.
- C. They retire.
- D. They have been on layoff status for a period of time equal to their seniority at the time of their layoff, or two (2) years, whichever is less.
- E. They are absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or layoff, for one (1) working day without notification to the Township, excluding extenuating circumstances.
- F. They are convicted or pleads guilty or nolo contendere to a felony.

ARTICLE 9: LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

Section 2. Order of Layoff

- A. No permanent or probationary Officer shall be laid off from their position in the Police Department while any temporary or provisional employees are serving in the same position or class in the respective Departments.
- B. Except as provided below, the layoff of probationary or permanent Officers in the Police Department shall be in inverse order of seniority.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an Officer subject to layoff, who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Department. Demotion shall be through those classes in which the Officer previously held permanent status, provided that an Officer serving a probationary period shall not displace a permanent Officer in a class in which they have not previously held permanent status.

Section 4. Notice of Layoff. Officers to be laid off shall be given at least twenty (20) calendar day's prior notice. Such notice shall be in writing to the affected Officer(s) and the Union. Such notice shall give the name(s) of the Officer(s) to be laid off and their classification(s) and the length of intended layoff(s).

Section 5. Preferred Eligible Lists.

- A. Officers laid off shall have their names placed on preferred eligible lists in order of seniority.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those Officers laid off. An Officer who is laid off will have their name remain on the list for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is less.

Officers shall be recalled from layoff or shall be restored to positions from which demoted in the Department before other persons are selected for employment or promotion in those ranks.

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Section 6. Recall from Layoff.

- A. Officers to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Officers who decline recall, or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their name shall be removed from the seniority and preferred eligible lists.

ARTICLE 10: SICK LEAVE

Section 1. Use of Sick Time.

- A. **Eight (8) Hour Shift.** On an 8-hour shift, sick time taken will be charged hour-for-hour as used, with a maximum of forty (40) hours per week.
- B. **Ten (10) Hour Shift.** On a 10-hour shift, any sick time taken in any one day of ten (10) hours or less is charged hour-for-hour with a maximum of ten (10) for a single day.
- C. **Twelve (12) Hour Shift.** On a 12-hour shift, any sick time taken in any one day of twelve (12) hours or less is charged hour-for-hour with a maximum of twelve (12) for a single day.

Each Officer shall accumulate sick leave hours at the basic rate of eight (8) hours per calendar month after the tenth (10th) month of employment. Employees hired before January 1, 2017 may accumulate up to a maximum of 1040 hours. Employees hired on or after January 1, 2017 may accumulate up to a maximum of 880 hours.

The Township shall compensate the Officer for twenty-five (25%) percent of their total accumulated sick leave based upon their base salary upon separation, if not with just cause, or retirement.

Section 2. In the event that an Officer is unable to work because of illness, injury, or other physical disability, they shall receive full pay for those hours missed to the extent of their accumulated sick leave. Officers may use sick leave in accordance with the eligibility criteria of Section 4(a)-4(d) of the Michigan Paid Medical Leave Act (Public Act 338 of 2018, as amended). Officers shall be allowed to use accumulated sick leave for family illness as defined by the Family Medical Leave Act. Absence due to injury or illness incurred in the course of the Officer's employment shall be reimbursed by the Township from the Officer's accumulated sick leave to the extent that the net salary of the Officer exceeds the disability benefits provided by the workers compensation law. Reimbursement from the employee's accumulated sick leave shall be charged for the time exceeding the periods specified in Article VI, Section 11, Insurance and Pension.

No Officer, while unable to work because of illness or disability, shall be allowed to draw any sum in excess of their net weekly salary from insurance proceeds or sick leave provided by the Township. To the extent that the Township is reimbursed by insurance sources for payments made to the Officer unable to work because of illness or disability, the accumulated sick leave of the individual Officer shall not be charged.

An Officer who is unable to work because of personal illness or disability and who has exhausted all sick leave available, and who may not be receiving accident and sickness income protection afforded by the Township, may be granted a leave of absence without pay for the duration

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

The Township reserves the right, at any time, in the event of extended or frequent illness, to require a physical examination of an Officer. The examination shall be paid for by the Township and the physician shall be selected by the Township.

If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their immediate supervisor.

Section 3. Sick Leave Payout. When an Officer has accumulated a minimum bank of 500 hours at the beginning of each contract year, they shall have the option to sell back to the Township up to fifty (50) hours of unused sick leave each contract year. The employee shall be paid for any leave sold back to the Township at their current base rate of pay. Payment shall be made on the first pay date after the contract year's end. Employees hired on or after January 1, 2017 are not entitled to the sick leave payout provided in this section.

ARTICLE 11: MEDICAL EXAMINATIONS

In addition to other rights contained herein to require physical examination, the Township shall require every Officer to take a physical examination by a physician selected by the Township at least once each year, during the month of October or November. The cost shall be assumed by the Township.

The Township, for just cause, may also require an Officer to submit to a psychological and psychiatric examination, the cost to be assumed by the Township.

ARTICLE 12: VACATIONS

Section 1. Each Officer shall become eligible for vacation leave with pay, in accordance with the following schedule.

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

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

To the extent possible, individual preference for vacations will be honored. Vacation periods shall be subject to the approval of the Chief. All requests shall be made on or before April 1 of each year. All other factors being equal, rank, then seniority shall be the determining factor. In the case of a tie, the Chief shall make the determination. Requests for special leave for the purpose of reducing accumulated vacation leave to avoid forfeiture will be granted only when convenient to the Department. The decisions of the Chief on vacation periods shall not be the subject of a grievance,

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and the Chief may refuse vacation leave when, in his opinion, the vacation leave would interfere with the efficient operation of the Department.

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

Upon death, retirement, resignation, or discharge, the Township will reimburse each Officer for earned but unused vacation hours. In determining hours earned, all months prior to the month of termination shall earn vacation leave on a prorata basis, and then shall be credited for the month of discharge. No vacation will be authorized during the last two weeks of employment unless otherwise approved by the Township Manager.

ARTICLE 13: PASS DAYS

Section 1. Definition. Because Officers are required to work regardless of calendar weekends (i.e., Saturdays and Sundays), the Township grants days off in lieu thereof and refers to these as "pass days."

Section 2. Officers covered by this Agreement shall earn pass days each month that they are employed and shall be guaranteed 156 pass days per year on a 4-40 schedule and 104 pass days per year on a 5-day, 8 hour per day work week. In the event of mixed schedules, or the adoption of 12 hour shifts, an Officer shall earn their prorata share of pass days based on the above formula.

Section 3. Trading of Pass Days. Once the schedule is posted, officers may request to trade pass days by submitting a written request to the Chief or his or her designee for approval. Such approval will not be unreasonably withheld. No Officer working on a voluntarily traded pass day shall be entitled to overtime because of working on that day.

ARTICLE 14: BEREAVEMENT LEAVE

Section 1. If a death occurs among family members of an Officer's Immediate Family, the Officer will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the date of death until the day after the funeral, but not more than a total of three (3) days. At the discretion of the Chief, an Officer may, be provided with additional time off under extenuating circumstances. All days in excess of three (3) days taken shall be charged to sick leave.

Immediate Family shall include an Officer's spouse, child, step-child father, mother, sister, brother, step-siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, grandmother-in-law, and grandfather-in-law.

One day of funeral leave, the date of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, and niece. At the discretion of the Chief, an Officer may be provided with additional time off under extenuating circumstances. All additional days taken shall be charged to sick leave.

Section 2. The Township is to be notified immediately of a death in the family and the extent of the expected absence.

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Section 3. One (1) vehicle with an Officer may be released to attend a funeral of any officers killed in the line of duty in the State of Michigan. Time off will be without pay.

Section 4. If an Officer's regularly scheduled day or days off occur when bereavement leave is requested, those scheduled days off will be moved to other days the officer is scheduled to work.

ARTICLE 15: HOLIDAY BONUS

Section 1. All road personnel Officers shall be compensated for holidays in the following manner.

A. Leave days for administrative personnel will be the same as Township administrative holidays. Personnel working road patrol duties will receive holiday pay on the dates following:

New Year's Eve	Fourth of July
New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday (1/2 day)	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day

B. Payments shall be calculated as follows: The number of holidays times the Officer's base hourly rate of pay times eight (8) hours.

C. This amount of holiday pay shall be paid in one lump sum on the last pay day in November.

D. Officers shall receive pay at the rate of one and one-half (1-1/2) times their base hourly rate for all hours worked on a holiday as defined in paragraph A above. Payment under this section will be in addition to the holiday lump sum payment specified in paragraphs A-C above.

Section 2. For non-road personnel who are normally scheduled to work the day time shift and normally receive the holidays defined above off, the Officer shall receive their base hourly rate for eight (8) hours plus the day off.

Section 3. If a holiday falls on a regularly scheduled day off and the Officer is required to work, the Officer will be compensated at time and one-half (1-1/2) their base hourly rate in addition to their regular base hourly rate.

Section 4. For non-road Officers, if Christmas or New Year's Day fall on Saturday or a Sunday, employees shall receive the Friday before and the Monday after as a holiday. If Christmas or New Year's Day falls on Monday, Tuesday, Wednesday, or Thursday employees shall receive that day and the day after as a holiday. If Christmas or New Year's Day fall on a Friday, employees shall receive that day and the Thursday before as a holiday.

If a scheduled holiday falls on a Saturday, the Friday before shall be given as the holiday. If a scheduled holiday falls on a Sunday, the Monday following shall be given as the holiday.

Section 5. For non-road personnel, if a holiday falls on another scheduled day off, i.e. a

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weekend, the member will be provided with another day off. This will ensure that the member receives all of their allowable leave days and holiday time.

ARTICLE 16: UNIFORMS, CLOTHING, AND EQUIPMENT

Section 1. The following items shall be issued to each Officer by the Township:

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

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

Section 2. Each Township-owned patrol vehicle shall be equipped with one (1) long gun in a locking rack.

Section 3. Any Officer required to use ordinary street clothes as part of their duty shall receive a clothing allowance, provided the items were purchased within the calendar year and the Officer provides evidence of the purchase. The clothing allowance shall be Six Hundred Fifty Dollars (\$650.00) per year. Fifty (50%) percent of the clothing allowance shall be paid on June 1 and fifty (50%) percent on the first pay day after December 1. For all Officers who are not permanent plain clothes Officers and who must use ordinary street clothes for performance of police duties, the individual assigned duties requiring use of ordinary street clothes shall be compensated for clothes upon the following scale:

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

Section 4. The Township will arrange a suitable schedule for cleaning of uniforms, as the Township determines and at the Township's expense.

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Section 5. In the selection, procurement, and issuance of equipment, due consideration will be given to the safety of the Officer.

Section 6. All marked patrol cars shall be equipped with a suitable protective screen placed between the rear and front seats. All patrol cars shall be equipped with suitable spotlights in the discretion of the Township.

All Officers shall be reimbursed for parking expenses that are duty related. This does not include parking tickets.

Section 7. Officers required by the Chief to use their personal automobile for Township purposes, other than traveling to and from work, shall receive reimbursement at the standard per mile rate paid by the Township plus parking.

Section 8. Employees may choose to purchase a Department authorized handgun to carry on-duty as a second weapon and, upon presentation of a receipt or other proof of purchase, receive a one-time payment of \$200 to be used toward the purchase, or they may utilize the Department owned Glock Model 27. Current employees must elect whether to participate in this program within 90 days of ratification of this agreement. Employees must elect whether to participate in this program within three (3) years of promotion into this bargaining unit. The employees who participate in this program forfeit their right to receive a second weapon from the employer. For those employees who do not choose to purchase their own second weapon, the Department will continue to provide the Glock Model 27 as a second weapon.

ARTICLE 17: PHYSICAL FITNESS TESTING

Section 1. Each Officer shall participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. The test shall be scheduled by the Township during the month of September or October. Officers who successfully complete the PT test by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a Three Hundred Dollar (\$300) incentive bonus payment at the next pay period following completion of the test. Those Officers who successfully complete less than all three (3) events shall receive One Hundred Dollars (\$100) for each event successfully completed.

Section 2. Dress. Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.

Section 3. Officers on duty shall participate without loss of pay; participating Officers off duty shall receive overtime compensation.

Section 4. Events. The physical fitness test shall consist of three (3) events: pushups with a two-minute time limit, sit-ups with a two-minute time limit, and a two-mile run.

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

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extended. The lowering of the body and raising back up shall constitute one repetition.

- B. **Situps.** Situps shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two-minute duration.
- C. **Run.** Run shall consist of traversing a measured two-mile distance within a time period.

Section 5. Minimum acceptable scores are as follows:

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

ARTICLE 18: LEAVE FOR UNION CONFERENCES AND CONVENTIONS

Section 1. The Township will grant leaves of absence with pay to Union members of the bargaining unit of the Capital City Labor Program for the following functions:

- A. One (1) member for two (2) 8-hour days to attend the annual Union meeting each calendar year. The designated Officer who is desirous of attending the state meeting shall notify the Township sixty (60) days in advance of their intention for the time off.
- B. Once a month the Division President may be excused, with pay, to attend a Union Executive Board meeting, if the Board meeting has been duly called and is scheduled during the Officer's duty hours. Absence shall be limited to four (4) hours per meeting, one (1) meeting per month. The Officer shall notify the Chief at least three (3) days in advance of a scheduled meeting.

ARTICLE 19: LOCKERS

Every Officer shall be assigned a full-length locker capable of holding standard police equipment and personal gear. The lockers will be placed in a separate and distinct room with adequate ventilation.

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ARTICLE 20: AUTOMOBILES

In the procurement of motor vehicles for conventional patrol purposes, the Township shall continue the past practice of purchasing vehicles reasonably related to the safety of the Officers and the performance of the Officers' duties.

ARTICLE 21: OBLIGATION FOR CONTINUANCE OF SERVICE

The Union recognizes that the cessation or interruption of services by Officers as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and the Officers agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any Officer or group of Officers.

Any Officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided, although the question of participation may be the subject of a grievance.

ARTICLE 22: GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance is a claim by an Officer, a group of Officers, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, the personnel policies of the Township insofar as applicable, or the written work rules of the Police Department.

Section 2. The grievance procedure shall consist of the following steps:

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

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

Step 3 - Township Manager. If the Chief, or designated representative, does not satisfactorily adjust the grievance in Step 3, the Union shall have seven (7) days from the date of receipt of the decision in which to appeal, with written reasons for such appeal, the grievance to the Township Manager or designee. The Township Manager or designee will hear the grievance. A decision in writing shall be given to the Union representative by the Township Manager or designee within ten (10) days of receipt of the grievance.

Step 4 - Arbitration. If the CCLP is not satisfied with the disposition of the grievance by the Township Manager, the grievance may be submitted to an impartial arbitrator, but said

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submission shall be made within twenty (20) days of receipt of the decision of the Township Manager. Notice of an intent to arbitrate shall be made by the CCLP in writing to the Township.

Upon receipt of notice of request for arbitration, the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of receipt of request for arbitration, CCLP may file for and request a list of arbitrators from MERC. CCLP agrees to pay any fees related to obtaining a list of arbitrators. The parties may mutually agree in writing to use the process and procedure of the American Arbitration Association in lieu of the procedure set forth above.

Upon mutual agreement of the parties, an arbitrator may hear more than one case at a time.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement or the written personnel policies of the Board. The jurisdiction of the arbitrator shall be limited to the claimed violation, misinterpretation, or misapplication of the terms of the Agreement and the written personnel policies and work rules of the Board, provided, however, that in the event of discipline cases, the jurisdiction of the arbitrator shall be limited solely to the power to determine whether the discipline was for just cause. In the event of discharge cases, the jurisdiction of the arbitrator shall be limited to the question of just cause and the propriety of discharge as a remedy. If the arbitrator determines absence of just cause in a discipline case, they may order reinstatement with back pay or payment to the employee of any contract benefits lost as a result of disciplinary action.

The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceeding shall be borne equally by the parties. The fees of counsel, witnesses, or other parties shall be borne by the party incurring the same.

The decision of the arbitrator shall be final and binding upon both parties.

Section 4. Grievance proceedings shall be without loss of pay to the grievant and/or the Union representative involved, and said proceedings shall be conducted at the earliest practicable time. Both parties agree, however, that the primary obligation of both parties is the public safety of the citizens of Meridian Township and no proceedings shall be scheduled that would interfere with said duty.

Section 5. Probationary employees may be discharged and/or disciplined by the Township at any time prior to completion of the probationary period. Such discharge or discipline shall only be a subject for the grievance machinery as hereinafter provided.

Section 6. The time limitation set forth in the grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. Saturdays, Sundays, and holidays shall not be counted when time limitations are concerned for submitting, answering, or scheduling grievance matters. A grievance may be withdrawn by mutual agreement at any time. Any grievance not processed to the next step by the Union within the specified time shall be considered settled on the basis of the last decision by the Township. Any grievance upon which a decision is not rendered within the applicable time limits by the responsible Township representative shall be considered to be automatically advanced to the next level.

Section 7. Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through procedure until resolution.

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Section 8. For purposes of this Article, the Union shall appoint representatives and the names shall be filed with the Township. As changes are made in designation, the Union shall supply the Township with the changes. The Township shall not be obliged to discuss grievances with other than designated Union representatives.

Section 9. Both parties agree to continue discussion regarding any unresolved disputes that have been ruled nonarbitrable by an arbitrator under this grievance procedure.

Section 10. No grievance may be filed under this Agreement where the claim advanced indicates that the violation occurred in advance of the actual date of execution of this Agreement.

Section 11. When a suspension is issued to an Officer, the time off shall be stated in the number of hours. The maximum number of hours for a suspension shall be 120 hours.

ARTICLE 23: SPECIAL MEETINGS

Section 1. The Township and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days after the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place that is mutually agreeable to the parties. Each party may be represented by not more than four (4) persons at special meetings.

Section 2. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting.

Section 3. Employee representatives of the Union at special meetings will be paid by the Township for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 24: SUCCESSOR MUNICIPALITY

If the Township succeeds to another form of municipal government or chooses to merge with one or more municipal governments for the provision of police services, or contracts with another municipality to provide police services, the transformation, merger, consolidation, or transfer shall provide that the successor government or authority shall assume all of the terms and conditions of this Agreement.

ARTICLE 25: WAIVER

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after the free exercise of such rights and

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opportunities. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and they, therefore, further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement, except as may specifically be provided in this Agreement.

ARTICLE 26: EDUCATIONAL BONUS

Section 1. Any Officer holding a two-year Associate's Degree, or who has accumulated sixty (60) semester (ninety (90) term) hours toward a Bachelor's Degree, both of which must be in law enforcement or a related field, shall receive an educational bonus of \$0.52 per hour.

Section 2. Any Officer holding a Bachelor's Degree in law enforcement, or related field, shall receive an educational bonus of \$0.81 per hour.

Section 3. Calculation of Bonus. The current method of rolling the educational bonus into the base hourly rate for computing pay for 1) regular hours worked; 2) vacation pay; 3) holiday pay; 4) sick pay; 5) overtime pay; and 6) pension contribution, shall not be changed.

The educational bonus hourly rate will be removed from the base wage for all wage adjustments and thus will not be affected by any future wage increases.

Section 4. The education increments specified above shall commence upon receipt by the Township of a certified transcript of hours or receipt of a transcript indicating award of a qualifying Degree or semester/term hours.

Section 5. If an Officer desires to attend an institute of higher learning and enrolls in the law enforcement field, or a related field, they shall submit in writing to the Chief their preference for a shift in order to continue to attend classes. The employee will be given due consideration depending upon seniority and/or manpower limitations with such a request.

Section 6. An Officer may, with thirty (30) days advance notice, take an educational leave for one (1) term or semester (without pay and without loss of Township benefits) provided the Officer signs a letter of understanding to remain in the employ of the Township for one (1) year from the date they return from their education leave.

Section 7. The Township reserves the right to credit outside experience in determining placement of a new Officer on the salary schedule. Any placement on the salary schedule outside of the normal shall be revealed to the Union.

ARTICLE 27: EMPLOYEE RECOGNITION

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

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ARTICLE 28: MEDICAL FIRST RESPONDER

Employees who obtain or maintain a "Medical First Responder" certification shall receive five hundred dollars (\$500) annually. This payment shall be issued in the first pay period of December each year.

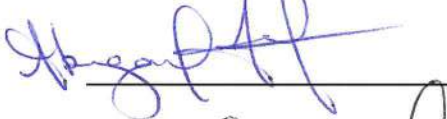
ARTICLE 29: DURATION

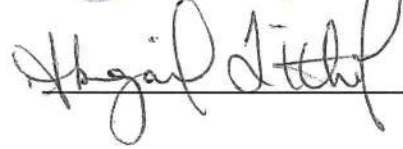
This Agreement shall become effective as of January 1, 2023, and continue in effect until and including December 31, 2026, and shall continue for yearly periods from year to year thereafter unless either party shall give to the other written notice of intention to terminate, modify, or amend such contract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

All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement.

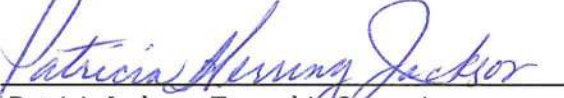
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this _____ day of April 2023.

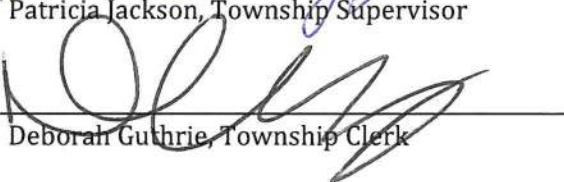
IN THE PRESENCE OF:





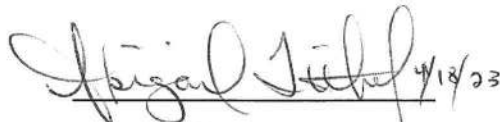
CHARTER TOWNSHIP OF MERIDIAN

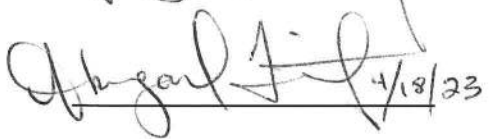
By: 

Patricia Jackson, Township Supervisor
By: 

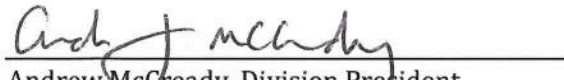
Deborah Guthrie, Township Clerk


IN THE PRESENCE OF:





CAPITOL CITY LABOR PROGRAM (CCLP)
MERIDIAN TOWNSHIP POLICE SUPERVISORY UNIT

By: 

Andrew McCready, Division President
By: 

Brad Richman, Executive Director (CCLP)

Meridian Township/CCLP Police Supervisory Union (2023-2026)

APPENDIX A: WAGE SCALE

The following base wage rates shall be effective for all classifications covered by this Agreement on the dates listed below:

	1/1/2023 (2%)	2/24/2023 (6%)	1/1/2024 (3%)	1/1/2025 (3%)	1/1/2026 (3%)
Sergeant-Prob.	\$35.34	\$37.46	\$38.58	\$39.74	\$40.93
Sergeant-Ten.	\$36.14	\$38.31	\$39.46	\$40.64	\$41.86
Lieutenant	\$37.94	\$40.22	\$41.43	\$42.67	\$43.95
Captain	\$39.85	\$42.24	\$43.51	\$44.82	\$46.16

Effective January 1, 2023, current employees will receive 2%. Effective February 24, 2023, current employees will receive 6%. 3% increases will be provided to current employees each January 1 for the remainder of the contract. The Sergeant assigned by the Chief of Police to the Investigations/Detective Bureau, will receive additional compensation of 4%.

