

AGREEMENT
BY AND BETWEEN
CHARTER TOWNSHIP OF MERIDIAN

and

FIREFIGHTERS ASSOCIATION OF MICHIGAN

Effective January 1, 1994 through December 31, 1998

Meridian Township

2020-2021

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This Agreement, entered into effective the 15th day of April, 1996, by and between the CHARTER TOWNSHIP OF MERIDIAN, hereinafter called the "Township," County of Ingham, State of Michigan, and the FIREFIGHTERS ASSOCIATION OF MICHIGAN, hereinafter called the "Union."

WITNESSETH:

WHEREAS, the Township and the Union recognize and declare that providing a quality Fire Division for the protection of the persons and property in Meridian Township is their mutual aim and that the character of such public service depends, to a great extent, upon the quality and morale of the fire fighters employed by the Township; 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 fire fighters; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

1.1: The Township hereby recognizes the Union as the exclusive and sole bargaining representative for all full-time regular salaried employees of the Meridian Township Public Safety Department - Fire Division, employed or to be employed, excluding: The Chief of the Meridian Township Fire Division, which post is hereby deemed and determined, by the Township, to be a supervisory and administrative position, all public safety officers and all part-paid fire fighters employed from time to time by the Township on an hourly, per trip, or per diem basis. The term "fire fighter," as used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit, except where herein otherwise specified.

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

1.3: Regular, full-time employees of the Meridian Township Fire Division shall continue to perform, and no person other than a regular, full-time employee of the Meridian Township Fire Division or regular, full-time Meridian Township Public Safety Officer, including administrative/managerial public safety positions shall cover the fire stations or fire equipment normally and customarily covered by employees of the Meridian Township Fire Division.

It is understood that this restriction on the performance of bargaining unit work by persons other than those employed within the collective bargaining unit shall not serve to foreclose Meridian Township from entering into mutual aid pacts with cities and/or other municipalities.

1.4: Qualified part-paid firefighters shall be allowed to utilize firefighting equipment at all times and staff stations in emergencies. However, a part-paid firefighter will not be allowed to be a pump operator without Michigan State Firefighters Training Council certification and satisfactory evaluation by the Productivity Committee and training staff.

ARTICLE II
TOWNSHIP RIGHTS

2.1: All rights, functions, powers and authority which the Township has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Township.

2.2: It is agreed that the Township retains the responsibilities, among others, for establishing and enforcing work rules and personnel policies. Changes in existing Fire Division work rules and personnel policies shall be posted five (5) working days to implementation, and shall be discussed with the Union, if requested in writing, prior to implementation.

ARTICLE III
UNION RIGHTS

3.1: The Union shall have the right to use the facilities of Meridian Township, without charge, for union meetings. The Union is allowed to hold up to four (4) meetings a year at a central location, so that all on-duty personnel may attend a meeting. The Chief or his appointed representative shall be notified of such meetings. If those facilities are other than any fire station, proper clearance for the use of said facilities shall be obtained from the township clerk or appropriate township official, prior to the scheduling of any meetings. The meetings shall be conducted in

a manner which shall not be disruptive to the normal functioning of the Fire Division.

3.2: Fire fighters may, at any time after being deemed eligible for Union membership, individually and voluntarily sign and deliver to the Township, an assignment authorizing deduction of membership dues of the Union. The authorization form shall be established by the Township. Such authorization shall continue in effect unless subsequent to January 1 and prior to March 1 of any year, such authorization is formally revoked by the fire fighter in writing and copies thereof are delivered to the Union and the Township Treasurer. Said sums shall be regularly deducted from the salaries of the fire fighters and remitted monthly to the Union. The Union agrees to hold the Township harmless from any action growing out of these deductions and assumes full responsibility for the disposition of all funds turned over to the Union.

3.3: Officers of the Union may be afforded reasonable time during regular working hours to fulfill their Union responsibilities of negotiating a successor Agreement or processing a grievance. During such periods of time, the fire fighters shall be considered on duty, and the Township is not obligated to furnish a replacement.

3.4: A. During the term of this Agreement, every employee in the bargaining unit not a member of the Union shall, as a condition of continued employment, on and after their 30th calendar day of employment or 30 days following the execution date of this Agreement, whatever is later, pay to the Union a service charge equivalent of dues per month.

B. Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

1. The Union has notified him by Certified Letter addressed to his address last known to the Union spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Township for termination from employment as provided herein, and,
2. The Union has furnished the Township with written proof that the foregoing procedure has been followed or has supplied the Township with a written demand before that employee will be discharged for failure to conform to the provisions of this article. The Union will provide to the

Township in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

3.5: This Agreement constitutes the complete understanding of the parties hereto. The terms of this Agreement are controlling and shall not be changed during the life of the contract without the mutual consent of the parties. Insofar as the terms of this Agreement conflict with any personnel policies of the Township, rules of the Fire Division, or resolutions of the Township, this Agreement shall control.

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

ARTICLE IV
OBLIGATION FOR CONTINUANCE OF SERVICE

4.1: In construing this provision, it shall be understood that the duties of the Fire Division are generally limited to the tasks of firefighting, rescue of lives, and preservation of safety.

4.2: The Union recognizes that the cessation or interruption of services by fire fighters 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 fire fighters agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any fire fighter or group of fire fighters.

4.3: Any fire fighter 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 grievance.

4.4: Concerted "sick days," refusal to report to duty because of the existence of pickets involved in other possible disputes with the Township, refusal to honor emergency calls to other nearby communities where labor disputes may exist, and refusal to handle equipment produced by manufacturers having labor disputes shall all be deemed to be practices prohibited by this Section of the contract and subject to penalties to be imposed by the Township.

ARTICLE V
PROBATIONARY STATUS

5.1: Every fire fighter hired into the Meridian Township Fire Division shall serve a one (1) year probationary period, provided however, that the Fire Chief, with the consent and approval of the Township, may waive said period. At any time during the one (1) year period, the Township shall determine whether the fire fighter shall be dismissed or retained in a permanent basis. If the fire fighter is dismissed, the decision of the Township shall be final and not subject to the grievance procedure.

5.2: Any fire fighter dismissed during or at the end of his probationary period shall be paid his or her pro-rated share of unused vacation earned at a rate of five (5) days per year.

ARTICLE VI
SALARY SCHEDULE

6.1: Salary schedule per Appendix A.

6.2: E.M.T. Bonus. All personnel holding the classification of emergency medical technician, shall be paid an annual bonus of \$200.00 per year. The bonus is to be paid in a lump sum check in the first pay period in December.

6.3: Paramedic Bonus. All personnel holding the classification of paramedic shall be paid an annual bonus of \$500.00 per year. The bonus is to be paid in a lump sum check in the first pay period in December.

6.4: Upon completion of probation, employees who are E.M.T.'s or paramedics shall receive the bonuses defined in Section 6.2 and 6.3. In addition, the employee must maintain his state certification for either the E.M.T. or paramedic bonus.

6.5: The Employer shall pro-rate the E.M.T. or paramedic bonus wherever applicable.

6.6: All fire fighters shall be paid on the basis of the above salary schedule. The effective date of placement on the various salary steps shall coincide with the anniversary date of the last hiring of the new fire fighter. On the hiring of additional personnel, it is mutually recognized that experienced personnel are preferable and that past experience should be recognized in the beginning salary. In every case where it is contemplated by the Township to hire additional personnel at a salary in excess of the beginning salary to be paid to inexperienced personnel, the Union shall be first advised of the prospective appointment, and the views of the Union as to the salary to be paid to the experienced fire fighter shall be solicited.

ARTICLE VII
FOOD ALLOWANCE

7.1: Each fire fighter shall receive a food allowance of Five Dollars (\$5.00) per day for each 24 hour duty day actually worked.

7.2: The food allowance shall be paid on the payroll period immediately following March 31, June 30, September 30 and December 31 of each year for the preceding quarter.

7.3: Dispatchers shall not receive a food allowance.

ARTICLE VIII
LONGEVITY INCREMENTS

8.1: In recognition of the long service rendered by many of the fire fighters to the Township, the Township agrees to pay, in addition to the foregoing salaries, annual longevity payments in the following amounts for the below described terms of service to the Charter Township of Meridian Fire Division:

| | |
|--|---------------------|
| Five (5) years through nine (9) years | 2% of annual salary |
| Ten (10) years through thirteen (13) years | 4% of annual salary |
| Fourteen (14) through seventeen (17) years | 6% of annual salary |
| Over seventeen (17) years | 8% of annual salary |

provided, however, that the maximum base scheduled salary upon which longevity payments may be based shall not exceed \$14,000.

8.2: Said additional payments shall be paid in a lump sum at the first regular pay period following achievement of the scheduled anniversary date which makes the employee eligible for the longevity payment. For purposes of computation, years of service shall be measured from the first day of employment with the Meridian Township Fire Division.

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

ARTICLE IX
EDUCATION INCREMENTS

9.1: In recognition of the value of higher education in the fire science field, the Township agrees to grant the following educational increments and allowance:

A fire fighter holding a two-year Associates Degree in Fire Science or who has completed 60 semester hours (90 term hours) toward a Bachelors Degree in an accredited institution of higher learning in a Fire Science related field shall receive 3% of his scheduled salary in addition to his scheduled salary. A fire fighter holding a Bachelors Degree in the Fire Science field or a related field shall receive 5% of his basic salary in addition to his scheduled salary.

The educational increments specified above shall commence upon receipt by the Township of a certified transcript of hours or receipt of a transcript indicating award of the degree.

9.2: 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) sick pay; (4) overtime pay; and (5) pension contributions, shall not be changed.

The educational bonus is capped at \$1,200 per calendar year for a qualifying Bachelor's Degree and capped at \$720 per calendar year for a qualifying Associate's Degree or number of semester/term hours. [i.e., the five percent (5%) educational bonus cap of \$1,200 (based on 2620.8 hours annually) equates to \$.4579 per hour, and the three percent (3%) educational bonus cap of \$720 (based on 2620.8 hours annually) equates to \$.2747 per hour]. When the computed add-on rolled-in educational bonus hourly rates reach these figures respectively, they will go no higher.

NOTE: The cap will be reached at an annual salary of \$24,000 for the five percent (5%) educational bonus, and at an annual salary of \$24,000 for the three percent (3%) educational bonus.

Example 1: Cap has no effect.

Annual Salary - \$22,000 (8.3944/hr on 2620.8 hours annually)
Qualifying Bachelor's Degree - 5% educational bonus
Educational Bonus - $\$22,000 \times .05 = \$1,100/2620.8 = \$.4197/\text{hr.}$
Adjusted Hourly Rate of Pay - $\$8.3944 + .4197 = 8.8141$ per hour

Example 2: Cap comes into effect.

Annual Salary - \$26,000 (\$9.9206/hr. on 2620.8 hours annually)

Qualifying Bachelor's Degree - 5% educational bonus

Educational Bonus - \$26,000 x .05 = \$1,300*

Hourly Adjustment for Educational Bonus - \$1,300/2620.8 = \$.4960*

Adjusted Hourly Rate of Pay - \$9.9206 + .4579 = \$10.3785 per hour

(* - above cap)

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

9.3: If a fire fighter desires to attend an institution of higher learning and enrolls in the fire science field or a related field, he shall submit in writing to the officer in charge his preference for a shift in order to continue and attend classes. The fire fighter will be given due consideration depending upon seniority and/or manpower limitations with such request.

9.4: Any fire fighter may, with thirty (30) days advance notice, take an education leave for one (1) term or semester without pay and without loss of Township benefits, provided the fire fighter signs a letter of understanding to remain in the employ of the Township for one (1) year from the date he returns from his educational leave.

9.5: In the event a fire fighter has completed the semester or term hours required by Section 9.1 above but has not received a degree, or where a fire fighter has received a Bachelors Degree which is not in Fire Science; the Township and the Union shall each appoint one (1) designee to meet and decide whether the fire fighters shall receive the appropriate increment specified in Section 9.1 above.

9.6: In the event the parties designees under Section 9.5 above are unable to agree as to whether the fire fighter shall receive the additional increment, the dispute shall be decided by an arbitrator under Article XXIV, Section 24.4, Step 5 of this Agreement.

ARTICLE X
WORK WEEK

10.1: The Township shall establish a work schedule for all fire fighters working a twenty-four (24) hour duty day which shall

average 50.4 hours per week. This work schedule shall be worked under a two (2) platoon system with Kelly days.

ARTICLE XI
PROMOTIONAL SYSTEM

11.1: Promotion of employees covered by this Agreement to classifications within the Fire Division shall be based upon the results of an oral interview, written examination, and seniority.

11.2: Eligibility for promotion shall be available to those firefighters who have served in the senior firefighter classification for a minimum of two (2) years. Separate testing/examination procedures will be used for each promotion classification.

- A. Before a written examination is given, an oral interview shall be conducted for all eligible applicants by a Board comprised of the Chief of the Meridian Township Fire Division, the Chief of the Meridian Township Police Department, the Meridian Township Personnel Director, one (1) member of another community's Fire Division mutually agreed upon by the Township and the Union, and one (1) member selected by the Union either from the Meridian Township Fire Division, or from any other Fire Division.

Each member of the Board shall evaluate the applicant on a scale of one (1) to twenty-five (25) points. The highest and lowest scores shall be dropped and the remaining three (3) scores averaged in order to determine the applicants oral interview point total.

- B. Following the oral interview, the applicant shall take a written examination.

The written examination shall consist of fifty (50) questions, with one (1) point for each question. Questions with multi-correct answers will receive a pro-rata percentage of one (1) point for each correct part answer. These questions will be directed toward evaluating an applicants knowledge of existing Meridian Township Fire Division practices and procedures. The examination is to be prepared by a joint committee composed of the Meridian Township Fire Fighters Professional Firefighters Association, Productivity Committee and an equal number of Township representatives. The list of specific texts will be posted and on

file at the Fire Division. Upon mutual agreement between the parties, texts will be updated and/or changed as necessary.

The applicant must attain a score of 70% or better in order to be placed on the eligibility list for the promotion.

- C. Qualified applicants shall also be given ranking and credit according to seniority, which is to be measured according to the provisions of Article XXI of the current collective bargaining agreement. Seniority is attained by continuous length of service in the Department, and the seniority of applicants with the same date of hire shall be determined according to date of employment on application. Applicants shall receive one (1) point for each year of seniority up to a maximum of twenty-five (25) points.

The relative weights to be applied to the three (3) criteria are as follows:

| | |
|---------------------|----|
| Written examination | 50 |
| Oral interview | 25 |
| Seniority | 25 |

11.3: The Township shall prepare from the results of the test, oral interview and seniority points an eligibility list which will remain in effect for a period of three (3) years from its creation.

11.4: Individuals promoted shall serve a one (1) year probationary period in the new classification. Quarterly written evaluations will be made during the probationary period.

ARTICLE XII PAY FOR ACTING RANK

12.1: Whenever an employee covered by this Agreement performs a duty of any rank higher than his present rank under order of the Fire Chief or Shift Commander and/or for the convenience of the Employer, said employee shall be compensated in the amount for that particular position upon an hourly basis. Said employee shall be paid from the first hour worked at the highest rate for such position. The Fire Chief or Shift Commander shall appoint the highest employee on duty to perform the duties of the higher rank based on the current acting list. An acting list shall be established from the current promotional list, and all other departmental employees shall be listed on the acting list according to seniority.

ARTICLE XIII
RECALL AND OVERTIME

13.1: "Recall" shall be defined as the transmittal of a specific request of the Chief or his duly appointed subordinate to a fire fighter wherein the fire fighter is asked to return to duty to assist the department in the handling of an alarm.

13.2: "Overtime" shall be defined as the holding over after a scheduled tour of duty, or being summoned to duty for any reason not classified as a recall, or attendance at a regular training meeting called by the Chief when the fire fighter is not on regular duty.

13.3: In determining the order of priority for overtime work, the Chief shall refer to the overtime list hereinafter referred to in Article XXI of this Agreement, and the list will be followed on all requests for overtime work. Offers for overtime work will be extended from those on the list down through said list. If an individual on the list declines the offered overtime work, the declination will be charged against him and the next man on the list will be solicited. If an individual is not contacted on an overtime request, the request for overtime shall not be charged against his standing. The list will be followed in all cases of overtime offering of work, and when the list has been exhausted, the calls will again commence at the head of the list. The Chief retains, in all cases, the right to disregard the "overtime" list if, in his opinion, a particular fire fighter is needed for a particular duty or function.

13.4: In the event of overtime, if one (1) officer is on duty, the employee with the lowest hours on the overtime list shall be called. If no officer is on duty, one (1) officer with the lowest hours on the overtime list shall be called. If two (2) officers are on duty, no additional officers shall be called.

13.5: In all cases of recall or overtime, the Chief, or his duly appointed representative, shall retain jurisdiction to determine the number of men needed and to determine whether a situation necessitating recall or overtime exists.

13.6: Any fire fighter working overtime or subjected to recall shall receive one and one-half (1-1/2) times his "hourly rate," provided however, that overtime pay for attendance at scheduled training meetings shall be limited to a maximum of two (2) hours per meeting. The "hourly rate" for each fire fighter shall be determined by dividing his annual salary by 2080 working hours. In the event of recall or overtime other than holdover, any portion of the first hour worked shall be credited as a full hour. On all hours subsequent to the first hour, recall or overtime other than holdover shall be computed to the next highest quarter hour.

Overtime as holdover shall be computed to the next highest quarter hour.

ARTICLE XIV
UNIFORMS AND CLEANING ALLOWANCE

14.1: Each fire fighter and dispatcher shall be provided at the Township's expense, with the following items of dress clothing and turnout gear:

A. Dress Clothing

1. Two (2) hats; one summer and one winter (stocking)
2. One (1) necktie
3. Four (4) pair of trousers
4. Six (6) shirts
5. One (1) belt
6. One (1) summer and one (1) winter jacket
7. Three (3) badges
8. One (1) name plate
9. Shoes: one (1) pair/year to be replaced upon inspection and need; to be non-slip, puncture resistant soles with safety toes.

The uniform pants and shirts provided shall not readily burn, melt or disintegrate on exposure to heat or flame.

B. Turnout Gear:

1. One (1) helmet
2. One (1) turnout coat with liner
3. One (1) pair of fire boots
4. One (1) pair of bunker pants/liner and boots if needed
5. Two (2) pair of gloves, one (1) of which will be fire gloves
6. One (1) spanner

These articles of turnout gear shall be selected and purchased by the Township and meet the following minimum turnout gear standards:

Boots: To meet standards as set by Rule 7434, Part 74 of the Michigan Occupational Safety Standards.

Turnout Coat: Meet NFPA's standard No. #1971 for "Protective clothing for structural fire fighting." Minimum requirements for protection from moisture, flames, radiant heat, contact

with caustic or toxic materials, or other harmful exposures.

Helmets: To meet U.S. Department of Commerce "Model performance criteria for structural fire fighters helmets."

Gloves: Must be heat insulating and not readily flammable. Firefighting gloves shall have at least one (1) layer non-permeable material that is not readily flammable or shrinkable.

Turnout Pants: Meet same requirements as turnout coat.

- C. The Township shall furnish all replacement uniforms and turnout articles on an as needed basis after inventory and inspection of uniforms and turnout gear. All turnout gear shall remain the property of the Township. All equipment and uniforms issued by Meridian Township shall be the property of Meridian Township.
- D. The standard duty uniform shall be the dress uniform. The dress uniform shall be worn during normal scheduled duty. Except for travel to and from work, uniform items shall not be worn off duty.
- E. The Township shall provide cleaning service at Township expense for cleaning dress clothing of the fire fighter. Cleaning services shall be provided weekly or more frequently if necessary. The Township will also select and purchase two (2) set of overalls for each station. These overalls will be provided for reserve use of all personnel.

ARTICLE XV
INSURANCE AND PENSION

15.1: Life Insurance: The Township shall provide each fire fighter with standard group term life insurance coverage. Fire fighters shall be insured in an amount equal to the fire fighters salary to the next multiple of \$1,000 but not less than \$10,000. The entire cost of the insurance shall be borne by the Township.

15.2: 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 fire fighter. Said insurance shall provide each fire fighter 60% of his weekly earnings with a

maximum of \$1,500 per month for the length of disability to age sixty-five (65), less any income benefits received from Worker's Compensation, Social Security and any life insurance policies provided by the Township. The benefits of this insurance shall begin after a disability of ninety (90) calendar days. This insurance does not cover sickness or accidents resulting from employment with another employer. The entire cost of this coverage shall be borne by the Township.

15.3: Accidental Death or Dismemberment: The Township shall provide each fire fighter with insurance coverage against accidental death or dismemberment, wherever or however it occurs, which shall be in addition to benefits provided by Worker's Compensation and other insurance programs listed herein. The coverage afforded shall be in an amount equal to the fire fighters salary to the next multiple of \$1,000 but not less than \$10,000.

15.4: Duty Death and Disability: The Township shall provide each fire fighter with duty death, dismemberment and disability coverage. This protection is afforded for specified catastrophes which occur during, on the way to, or on the return from, any emergency run. In the event of disability, the Township shall receive the sum of \$50.00 per week, which sum shall be transmitted to the fire fighter, in addition to Worker's Compensation coverage and other insurance coverage and sick leave benefits, provided, however, that no fire fighter shall receive total benefits in excess of his weekly salary. In the event of death, the policy will afford coverage of \$10,000 which shall be in addition to all other benefits provided herein and which shall be paid to the beneficiary designated by the fire fighter or to his estate.

15.5: Health and Hospitalization: The Township shall provide each fire fighter and family with medical and hospitalization coverage equal to the standard MVF 1 of the Blue Cross/Blue Shield plan, health and hospital coverage to include ML and a two-dollar (\$2.00) (effective October 1, 1993 five-dollar (\$5.00)) prescription rider plan of the Blue Cross/Blue Shield MVF 1 Program. The entire cost of this coverage shall be borne by the Township. Existing coverage shall not be changed without approval of the Union.

As soon as possible following ratification the Township shall also provide the following family dental plan: Blue Cross/Blue Shield Comprehensive Preferred Plan, CR 100-50-50, MBL \$800 with \$800 orthodontics or equivalent.

An employee who has dual medical insurance coverage may, at his/her option, elect to refuse medical insurance coverage provided by the Township. Such election shall be in writing. The Township shall pay any employee entitled to and refusing medical insurance coverage an amount equal to the Blue Cross/Blue Shield

single person monthly premium rate for each month in which medical insurance coverage is not provided.

Coverage will be maintained for the fire fighter and his family after his death or disability. The coverage will be maintained for the spouse until remarriage and for the children until they reach 21 years of age or until they marry.

15.6: Retiree Health and Hospitalization.

- A. The Employer will provide health and hospitalization insurance coverage to retirees who meet the requirements for retirement as defined in Section 15.7, and their spouse, who are receiving a pension from the Township as follows:

Blue Cross/Blue Shield MVFI, with the following riders: D45NM with semi-private room (365 days); ML; FAE/RC; Master Medical Option #3 (80%-20%); \$3.00 prescription rider. (Note: Retiree may add dependent child coverage, but at the retiree's expense.)

- B. The Employer may elect to change insurance carriers. However, there shall be no loss of benefits as a result of the change in carriers.
- C. 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.
- D. The retiree must apply for Medicare as soon as he is eligible. Upon receiving Medicare coverage, then the Township shall reduce the present health insurance coverage to provide the medicare supplement.
- E. Should the retiree be covered with health insurance through his 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.
- F. 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.

- G. The maximum amount of premium the Township shall be obligated to pay for the above described retiree health insurance shall be fifty percent (50%) of the monthly premium and the retiree shall pay fifty percent (50%) of the monthly premium.

15.7: Pension Plan: Each fire fighter shall receive pension benefits in accordance with the established Meridian Township Employees Pension Plan, as amended.

The pension factor in the benefit formula shall be 1.6%.
(The formula shall be as follows: 1.6% factor x Final Average Compensation x Years of Service x Vesting.)

All fire fighters shall be eligible for retirement upon reaching age fifty-five (55) years with a minimum of twenty-five (25) years of service for a full unreduced pension. Fire fighters shall continue to receive credit for all years up to forty (40) years of service. Early retirement shall be available to firefighters at age fifty-five (55) with fifteen (15) or more years of service with correspondingly reduced pension benefit.

15.8: Firefighters shall receive the 1.8 multiplier, and age 52 effective upon signing of the 1994-1998 contract. Firefighters shall contribute 1.15% toward the pension effective upon signing of the 1994-1998 contract. The Township shall contribute the amount required above the employee's contribution to the firefighters' pension.

15.9: General Provisions: The Township reserves the right to compel acceptance of any or all of the insurance coverages afforded under this section which are paid for entirely by the Township. In the event the Township does not compel acceptance, and an individual declines the offered coverage, the employee shall have no right for compensation in lieu of the coverage offered.

Any language in this contract to the contrary notwithstanding, the specific terms of the policies, and the Township Employees Pension Plan, all as herein described, shall control. The Union, upon request, shall be allowed to examine all policies of insurance herein described.

15.10: Improvement in 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 fire fighters covered by this Agreement.

15.11: The Township will conduct an investigation of any duty related damage to a fire fighters eye glasses. Where no negligence upon the part of the fire fighter is found, reimbursement not to exceed \$85.00 for single lens or \$100.00 for bifocal lens or

contact lens shall be made for lens and frames. Reimbursement shall be on an individual case by case basis and not subject to the grievance procedure.

ARTICLE XVI
HOLIDAYS

16.1: The following days shall be designated as holidays:

| | |
|-------------------------|--------------------------|
| January 1 | Veteran's Day |
| Washington's Birthday | 4th Thursday in November |
| Memorial Day | |
| December 25th | |
| July 4th | |
| December 31st | |
| 1st Monday in September | |

Where celebrated occasions are specified, as opposed to actual dates, the official date recognized by banking institutions shall be recognized as the holiday. Every fire fighter shall receive a sum equal to eight (8) hours of pay for each holiday irrespective of whether or not the fire fighter works on that day. The hourly rate of pay for the purpose of this section shall be calculated in the same manner as the "hourly rate" described in Section 13.7.

Example:

| | |
|-----------------------------------|-----------------|
| Annual Salary | \$ 27,403.34 |
| Educational bonus (as applicable) | 1,200.00 |
| | \$ 28,603.34 |
| Divided by 2,080 hours | \$.13.7516/hr. |
| Eight hours for each holiday | x 8 |
| Pay for each holiday | \$ 110.01 |

Annual salary for the purpose of holiday pay calculation shall mean each fire fighter's actual annual salary with regard to his rank or step in accordance with the salary schedule contained in Appendix A as effective on the date of each holiday.

Educational bonus, as applicable within Section 13.7 for the calculation of "hourly rate", shall be applicable or not applicable consistent with the provisions of Article IX, Educational Increments.

Holiday pay will be paid in the pay period in which the holiday falls.

Every dispatcher shall receive the sum of ninety (\$90.00) dollars per day, for each holiday, irrespective of whether or not the dispatcher works on that day. Holiday pay will be paid in the pay period in which the holiday falls.

ARTICLE XVII
VACATIONS

17.1: Each fire fighter shall become eligible for a vacation with pay, in accordance with the following schedule, on the first (1st) anniversary date of his employment:

Five (5) twenty-four (24) hour
duty days computed on normal
schedule.

17.2: Commencing with the fifth (5th) anniversary date of employment, a fire fighter shall be entitled to an additional one (1) duty day of vacation per year. Commencing with the tenth (10th) anniversary date of employment, a fire fighter shall be entitled to an additional two (2) duty days of vacation per year. Commencing with the fifteenth (15th) anniversary date of employment, a firefighter shall be entitled to an additional one (1) duty day of vacation per year.

17.3: Pursuant to the foregoing, vacation days and/or bonus days shall be available as follows:

1st year of employment - no vacation days
1st anniversary through 4th anniversary - 5 duty days
per year
5th anniversary through 9th anniversary - 6 duty days
per year
10th anniversary through 14th anniversary - 8 duty days
per year
15th anniversary and thereafter - 9 duty days per year.

Dispatchers vacation hours shall be available as follows:

1st year of employment - no vacation days
1st anniversary through 4th anniversary - 96 hours per
year
5th anniversary through 9th anniversary - 108 hours per
year
10th anniversary through 14th anniversary - 132 hours
per year
15th anniversary and thereafter - 156 hours per year

17.4: All other provisions of this article shall apply to dispatchers. Carry over for dispatchers shall be in terms of duty day hours earned.

17.5: Vacation shall be taken in the year following accumulation. Each fire fighter is further entitled to carry over from one (1) vacation year to the next vacation year a maximum of three (3) duty days of accumulated vacation, but he shall not be allowed to extend any one (1) vacation beyond the duty day he would accumulate for years of service, except upon approval of the Fire Chief.

17.6: Vacations may be taken on an individual day basis with the approval of the Fire Chief or his designated representative.

17.7: To the extent possible, individual preference for vacations will be honored. The Fire Chief shall grant final approval of vacation periods, but his decision shall be subject to the grievance procedure. All other factors being equal, seniority within the shift shall be the determining factor.

17.8: Upon death, retirement, voluntary quitting, or discharge, the Township will reimburse each fire fighter for earned but unused vacation days. In determining days earned, all months prior to the month of termination shall be credited and a pro-rata apportionment credited.

17.9: Vacation may be taken in twelve (12) hour increments.

ARTICLE XVIII
SICK LEAVE

18.1: Upon hiring, each fire fighter shall be entitled to an advance credit of one-hundred and twenty (120) hours of sick leave, said sick leave hours to be used for absences caused by illness or physical disability of the fire fighter. Each fire fighter shall thereafter accumulate sick leave hours at the basic rate of twelve (12) hours per calendar month after the tenth (10th) month of employment. Upon hiring each dispatcher shall be entitled to an advanced credit of eighty (80) hours of sick leave, said sick leave to be used for absences caused by illness or physical disability of the dispatcher. Each dispatcher shall thereafter accumulate sick leave hours at the basic rate of eight (8) hours per calendar month after the tenth (10th) month of employment. Said hours shall be allowed to accumulate up to a maximum of 1110 hours for employees on a 50.4 hour per week schedule and 880 hours for employees on a 40 hour per week schedule.

18.2: In the event that a fire fighter is unable to work because of illness, injury or other physical disability, he shall receive full pay for those hours missed to the extent of his accumulated sick leave.

18.3: However, 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 an employee injured on the job by paying the employee the difference between his Worker's Compensation benefits and his normal weekly earnings, excluding overtime. Any suspected duty related injury shall be reported to the employee's immediate superior within forty-eight (48) hours of the incident. In the event an employee receives sick leave compensation and such employee is subsequently awarded Worker's Compensation for the same period of time, the employee shall reimburse the Township for the amount received as sick leave compensation and the Township shall credit the employees sick leave account with the number of days so used as sick leave. Beyond these first twenty-six (26) weeks, absence due to injury or illness incurred in the course of the fire fighters employment shall be reimbursed by the Township from the fire fighters accumulated sick leave to the extent that the salary of the fire fighter exceeds the disability benefits provided by the Worker's Compensation Law. To the extent that the Township makes payment to a fire fighter for that portion of his salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged pro-rata against the fire fighters accumulated sick leave days.

18.4: In cases of injury, where a fire fighter is injured because of the direct effects of an assault or while being engaged with fire and smoke and the injury is the result of fire and smoke (such as falling through a roof, explosion, structure collapse, as opposed to tripping over fire hose, strains from lifting or moving equipment, falling on slippery surfaces), the Township shall for a period of twenty-four (24) months, supplement, 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 which are progressive in nature.

18.5: No fire fighter, while unable to work because of illness or disability, shall be allowed to draw any sum in excess of his 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 fire fighters unable to work because of illness or disability, the accumulated sick leave of the individual fire fighter shall not be charged.

18.6: The Township reserves the right to require an employee to obtain medical verification of sickness or injury if an employee is absent more than three (3) occurrences or more than two (2) consecutive work days in a calendar year. The examination shall be paid for by the Township and the physician shall also be selected by the Township.

18.7: In the event of illness on the part of a fire fighter where the fire fighter has exhausted his sick leave and will not be reimbursed by any insurance programs provided by the Township, other fire fighters may, upon request and approval of the Chief,

provide substituted service from within the ranks of regular employees for the absent fire fighter. The Township, if the Chief allows such a practice, assumes no liability for extra pay for those fire fighters who participate, and all substituted work shall be on a purely voluntary basis. The refusal of the Chief to allow such a practice shall not be the subject of a grievance.

18.8: A fire fighter who is unable to work because of personal illness or disability and who has exhausted all sick leave available, and all accident and sickness income protection afforded by the Township, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon decision of the Township Board. The leave of absence shall commence upon the cessation of all benefits provided by the Township. A fire fighter on leave of absence shall not be entitled to advancement on the salary scale or the accumulation of addition sick leave days.

18.9: A fire fighter shall be entitled to utilize sick leave if his presence is required because of the illness of his wife, child, or parents, when these family members are living under the same roof as the fire fighter.

18.10: If a fire fighter has exhausted all his personal and/or unscheduled vacation leave he shall be entitled to utilize his sick leave if his presence is required because of the illness of the following family members: father, mother or child not living under the same roof as the fire fighter, spouse's father or mother, or fire fighter's or spouse's grandparents.

18.11: The Township shall pay each employee 25% of his or her unused accumulated sick leave upon retirement or resignation. However, an employee discharged for just cause shall not be entitled to pay for accumulated sick leave. In cases of duty related death, the Township shall pay 50% and in cases of non-duty related deaths 25% of accumulated sick leave to the surviving spouse, dependent children, or estate in that order.

18.12: Sick leave may be used for doctor or dental appointments of routine or preventative nature, providing staffing is such that it does not necessitate recall.

18.13: Sick Leave Payout. When an employee accumulates a bank of 475 hours for employees on a 50.4 hour work week or 500 hours for employees on a 40 hour work week, he/she shall have the option to sell back to the Township up to 50.4 or 40 hours, as appropriate, of unused sick leave each contract year. The employee shall be paid for any sick leave sold back to the Township at his/her hourly rate figured on either the 50.4 or 40 hour per week rate as appropriate. Any sick leave hours used during the year shall be deducted from the 50.4 or 40 hours maximum available to be sold back. (For example, an employee on a 50.4 hour work week

schedule, with 475 hours of accrued sick leave on the first day of the calendar year, who uses 24 hours of sick leave during the year; could sell back 26.4 hours of sick leave and have 93.6 hours credited to his/her sick leave bank for that contract year.) The employee must have 475 or 500 hours accrued sick leave, as appropriate, at the beginning of the calendar year. Payment shall be made on the first pay period after the calendar year's expiration.

18.14: Employees shall be charged for sick time on a hour charged for hour used basis.

ARTICLE XIX
PERSONAL LEAVE

19.1: Each employee shall be allowed two (2) paid personal leave days each calendar year with full pay. Said leaves shall not be changed to sick leave or vacation unless the employee has a medically verified illness or injury. Personal Leave days shall not be cumulative.

19.2: They also shall not be used in conjunction with regularly established vacation periods.

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

19.4: The use of all such leave day(s) shall be approved in advance by the department head or his/her representative. Personal leave day(s) time may be taken in two (2) hour or greater increments. It shall be within the Fire Chiefs or his representatives discretion to refuse to approve requested personal leave day(s) although such refusal shall be subject to the grievance procedure.

19.5: Personal leave will not be scheduled more than 21 calendar days in advance of the time requested.

19.6: Application for vacation periods will take precedence over scheduled personal leave. However, this application must be made at least 7 calendar days in advance of the scheduled personal leave. Cancellation of personal leave during the 7 day "guaranteed" period must be approved by the Chief.

19.7: When application for vacation is made and does conflict with scheduled personal leave, the personal leave applicant shall be immediately notified by the Officer in Charge. The Officer in Charge shall log the change and the time of the notification and also, note it on the Chief's Alarm Summary. If two firefighters

have scheduled personal leave in the book, the firefighter who has made the earliest request will take precedence.

ARTICLE XX
FUNERAL LEAVE

20.1: In the event of death in the immediate family, funeral leave may be taken with pay to attend the funeral and make other necessary arrangements from the date of death until the funeral. Such leave in excess of two (2) days shall be with the approval of the department head.

20.2: Immediate family is interpreted as including: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, stepfather, stepmother, half-brother, and half-sister.

20.3: One (1) day of funeral leave is allowed in the case of a death of an aunt, uncle, nephew, or niece. Funeral leave is separate from and in addition to sick leave.

ARTICLE XXI
COURT TIME

21.1: Each fire fighter summoned on an off-duty day to appear as a witness in a judicial or administrative proceeding arising out of the course of his employment, shall receive for the hours involved, in addition to his normal pay, one-half (1/2) his normal pay, provided however, that said pay shall be reduced by the amount received by the fire fighter as a witness fee. Any portion of the first two (2) hours of court time shall be credited as two (2) hours. On all hours subsequent to the first two (2) hours, court time shall be computed to the next highest quarter hour.

ARTICLE XXII
SENIORITY & LOSS OF SENIORITY & OVERTIME LIST

22.1: Definition. Seniority shall mean the status attained by continuous length of service as an employee of the Meridian Township Fire Division.

22.2: Seniority List. The Township will maintain a roster of Fire Division employees, 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. Employees possessing the same hiring date shall be arranged on the seniority list in the order they were submitted to and approved by the Meridian Township Board of Trustees.

22.3: Application. The seniority list shall be referred to in questions of layoff and reemployment as hereinafter specified.

22.4: Overtime List. The Township will maintain a list of department personnel, listed in increasing order of overtime hours worked. The overtime list shall be posted each month in an area open to all employees.

ARTICLE XXIII
LAYOFF AND REEMPLOYMENT

23.1: 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. "Reemployment," as used herein, shall mean the return to work of an employee on "layoff."

23.2: Order of Layoff. Layoff shall be by seniority as follows:

- A. All probationary new hired shall first be laid off.
- B. If the Employer finds it necessary to make further cuts in personnel, then they shall lay off the least senior employee in the bargaining unit followed by the next, etc.

The parties agree that the mutual goal of the Employer and the Union is to insure that the citizens of Meridian Township shall continue to receive professional advanced life support service at all times. To this extent, the parties agree that should there come a time where the Employer must lay off bargaining unit employees and that these layoffs would result in the loss of the advanced life support license, then the parties will commence immediate negotiations to work out an alternative layoff plan that will keep the Employer's advanced life support license.

23.3: Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

23.4: Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days prior notice.

23.5: Preferred Eligible Lists.

- A. Employees 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 employees demoted. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be reemployed 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.

23.6: Reemployment from Layoff.

- A. Employees to be reemployed 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. Employees who decline reemployment or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

23.7: Layoff as Affecting Pension Rights. No employee laid off under the terms of this Agreement, and subsequently reemployed, shall be construed to be a new employee as defined in Paragraph 2, Section 2.02, Meridian Township Employees' Pension Trust, as amended. Any employee reemployed from layoff shall be deemed, for pension purposes, to be an employee from his original pension date of hire, provided however, that pension benefits will not accrue during the layoff period.

23.8: Firefighters will continue to provide firefighter/EMS services in traditional roles. None of these firefighter employees will be subject to layoff while less senior PSO's remain on the payroll.

ARTICLE XXIV
MAINTENANCE OF QUARTERS

24.1: The Township shall provide each fire fighter with two (2) sets of sheets, two (2) pillowcases, and two (2) towels. The fire fighter shall be responsible for cleaning these items. Common use

items, such as dish towels, rugs, dust mops, rags, restroom towels, aprons, blankets, and mattress covers shall be provided and cleaned periodically by the Township. The fire fighters will provide all necessary maintenance and upkeep to the living quarters and Township facilities devoted to the Fire Division, including the approaches and walks to the fire stations, and the Township fire equipment. Maintenance shall be deemed to include cleaning, incidental painting (which shall include the painting of living quarters, but shall not include the painting of the exterior of the fire stations or apparatus rooms). The Township will provide snow removal service for the fire stations, but in the event that such service cannot be provided in a timely manner, the fire fighters shall remain responsible for snow removal of the approaches to the fire stations.

24.2: The fire fighters shall perform custodial, janitorial, and lawn care duties for fire stations only.

24.3: No union material, propaganda, or other publication shall be posted or displayed anywhere on or within the Township Hall or those portions of the Fire Division available to the general public.

ARTICLE XXV
GRIEVANCE PROCEDURE

25.1: For the purpose of this Agreement, a grievance is a claim by a fire fighter, a group of fire fighters, 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 policies of the Township Fire Division.

25.2: For purposes of this article, "working days" shall be defined as week days, Monday through Friday, between 0900 and 1700 hours.

25.3: No grievance shall be processed or recognized unless submitted in writing within twenty (20) working days of the event prompting the grievance, provided, however, that any grievance involving pay may be filed within twenty (20) working days of receipt of the paycheck which contains the claimed deviation in pay rate.

25.4: The grievance procedure shall consist of the following steps:

Step 1: The grievant shall first present the grievance to his immediate supervisor, either personally or with a Union representative. If a fire fighter requests the assistance of a

Union representative, no steps shall be taken to process the grievance until a Union representative is present.

Step 2: If the grievance is not resolved, the grievance shall be reduced to writing. The Union shall have the right to utilize its own grievance form, but the Township may require the additional use of its own form, a copy of which will be supplied. The grievance shall be signed by the grievant and the Union representative and filed with the Director or his designee. 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 Director or his designee shall have ten (10) working days from date of receipt of the grievance to submit a decision to the Union representative.

Step 3. If the Director or his designee does not satisfactorily adjust the grievance in Step 2, the Union shall have ten (10) working days from the date of receipt of the decision in which to appeal the grievance to the Township Manager. The Union representative shall thereafter discuss the matter with the Township Manager and the grievant. The parties shall present all grounds and evidence at this level of the proceeding. A final decision in writing shall be given by the Township Manager within ten (10) working days of receipt of the grievance. The decision shall be delivered to the Union representative.

Step 4. If the Union is not satisfied with the disposition of the grievance by the Township Manager in Step 3, the Union shall have ten (10) working days from the date of the receipt of the decision in which to appeal the grievance to the Township Board. Said appeal may only be filed with the consent and approval of the Union. The Township Board shall have twenty (20) working days from the receipt of the grievance in which to render its decision in writing to the Union representative.

Step 5. If the Union is not satisfied with the disposition of the grievance by the Township Board, the grievance may be submitted to an impartial arbitrator, but said submission shall be made within ten (10) working days of receipt of the decision of the Board by the Union. Notice of a request for arbitration shall be made by the Union 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) working days of receipt of request for arbitration, the party requesting arbitration shall submit the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service asking for selection of an arbitrator in accordance with its Voluntary Labor Arbitration Rules.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or the written personnel policies of the Board. The jurisdiction of the arbitrator shall be limited to claimed violation, misinterpretation or misapplication of the terms of this Agreement and the written personnel policies of the Board and work rules of the department, 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, he may order reinstatement with back pay or payment to the employee of any contract benefits lost as a result of disciplinary action. The arbitrator shall have no jurisdiction to adjudicate or entertain disputes or grievances which arise out of claimed violations of this Agreement or Township rules or policies when the claimed violative action was that of a person or agency not directly under the control of the Township.

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.

25.5: 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 which would interfere with said duty.

25.6: 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 not be a subject for the grievance machinery.

25.7: The time limitations set forth in this grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. 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.

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

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

25.10: Both parties agree to continue discussion regarding any unresolved disputes which have been ruled non-arbitrable by an arbitrator under this grievance procedure.

25.11: No grievance may be filed under this Agreement wherein the claim is advanced indicating that the violations occurred in advance of the actual date of execution of this Agreement.

ARTICLE XXVI
PRODUCTIVITY

26.1: The Union and the Township agree to meet quarterly to discuss and agree on productivity measures. A fire fighter's productivity measurement analysis team will be formed with membership from fire fighters and the Township. The team will have the following responsibilities:

- A. Provide analysis of local fire fighting data;
- B. Provide improved procedures on fire fighting and fire control as a whole including proper ways to increase productivity with respect to fire prevention and fire protection;
- C. Examine communities that are doing well in fire prevention and fire control which provide examples of proper factors leading to success;
- D. Develop better understanding of relationship between Township fires and firefighting activities; and
- E. Recommend new systems of fire control and fire prevention within the capabilities of the department.

26.2: Where possible, all fire fighters within the department will attempt to utilize work time to the maximum in terms of fire prevention and fire protection.

ARTICLE XXVII
PUBLIC SAFETY

27.1: Firefighters. Firefighters will not be required to perform any police duties. They will not be expected to carry firearms, participate in riot control, participate in combat activities, escort prisoners, do jail work or other such potentially violent, essentially peace officer-oriented activities.

27.2: Public Safety Officers. Public safety officers shall perform any and all duties performed by firefighters.

27.3: Promotions. Promotions for firefighters shall be made under the same terms of the FAOM contract.

27.4: The Union recognizes and the Township reserves the right to consider and utilize private sector paramedic services in the future, if appropriate. The Union may negotiate as to the impact of any private sector paramedic services.

27.5: The Union recognizes and the Township reserves the right to consider and utilize an internship/cadet program with a recognized college.

27.6: The firefighters will make a good faith effort to cooperate and facilitate the implementation of the public safety plan.

ARTICLE XXVIII
SUCCESSOR MUNICIPALITY

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

ARTICLE XXIX
MISCELLANEOUS PROVISIONS

29.1: This Agreement is subject to the laws of the State of Michigan and the United States, and in the event any provision herein is held to be contrary to law, said provision shall be deemed void, but all other provisions shall continue in full force and effect.

ARTICLE XXX
LIABILITY INSURANCE

30.1: The Township shall furnish liability insurance which shall be designed to protect the fire fighters from personal liability for actions arising out of the course of their employment. Said policy is incorporated herein by reference, and the term of said policy shall control. To the extent of the coverage provided, said policy will guarantee an adequate defense for the fire fighter if sued, and will provide a source of funding for any judgement rendered against the fire fighter.

30.2: 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.

ARTICLE XXXI
PHYSICAL FITNESS TESTING

31.1: Each employee shall, as scheduled by the Township during the months of August, September or October (two [2] sessions in August, two [2] sessions in September, plus one [1] make-up session during the first week in October, scheduled so as to hold the testing, insofar as possible, during on-duty time), participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. Employees who successfully complete the PT test by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a \$100 incentive bonus payment at the next pay period following completion of the test. Those employees who fail to successfully complete the test or who are excused from participation will receive no incentive bonus.

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

31.3: Personnel on duty shall participate without loss of pay, personnel off duty shall not receive additional compensation.

31.4: The physical fitness test shall consist of three (3) events; pushups with a two (2) minute time limit, situps with a two (2) minute time limit, and a two (2) mile run.

- A. Pushups: Pushups shall be done with palms of the hands 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 (2) minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest,

chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back will constitute one (1) 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 (1) repetition. The exercise will have a two (2) minute duration.
- D. Run: The run shall consist of traversing a measured two (2) mile distance within a time period.

Scoring: Minimum acceptable scores are as follows:

| <u>Age</u> | <u>Pushups Men/Women</u> | <u>Situps Men/Women</u> | <u>Run Men/Women</u> |
|------------|------------------------------|-----------------------------|--------------------------|
| 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 XXXII
SPECIAL CONFERENCES

32.1: Special conferences for important matters will be arranged between the Union and the Employer or its designated representative, upon the request of either party.

32.2: Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance. The members of the Union shall not lose time or pay for time spent in such special conferences during the working hours. This meeting may be attended by representatives of the Union and/or representatives of the Firefighters Association of Michigan (FAOM).

32.3: The Union representative may meet on the Employers property for one-half (1/2) hour prior to the special conference, providing he has properly notified the Township of his presence.

ARTICLE XXXIII
DURATION

33.1: This contract is complete and binding upon both parties in all of its terms and conditions, and it shall extend from January 1, 1994 until December 31, 1998 and shall continue in full force and effect until a successor Agreement shall be negotiated or until either party serves notice in writing that said contract shall terminate on December 31, 1998. Negotiating sessions shall be held upon dates and times mutually agreeable to the parties.

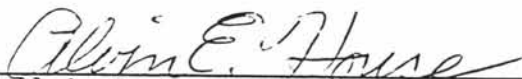
33.2: Individual copies of this Agreement shall be duplicated by the Township Board of the Charter Township of Meridian and distributed to each fire fighter.

Signed this 15th day of April, 1996 by order of the Township Board of the Charter Township of Meridian.

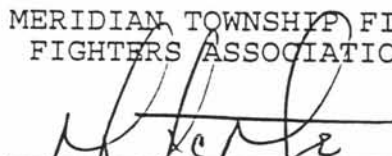
FIREFIGHTERS ASSOCIATION
OF MICHIGAN

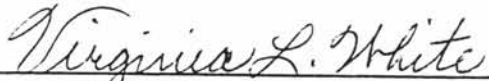
CHARTER TOWNSHIP OF MERIDIAN


Gerald Radovic, Business Agent

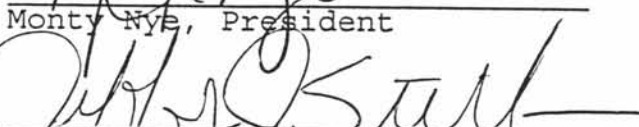

Alvin E. House, Supervisor

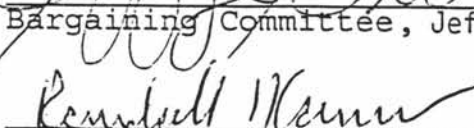
MERIDIAN TOWNSHIP FIRE
FIGHTERS ASSOCIATION


Monty Nye, President


Virginia L. White, Clerk

adopted 3-26-96


Bargaining Committee, Jeffrey J. Stillman


Bargaining Committee, Randall Karnes

APPENDIX A

Effective January 1, 1994

| | <u>BASE WAGE</u> | <u>3 PERCENT* EDUC. INCR.</u> | <u>5 PERCENT* EDUC. INCR.</u> |
|-------------------------|----------------------|-----------------------------------|-----------------------------------|
| <u>Deputy Chief:</u> | \$44,234 | \$44,954 | \$45,434 |
| <u>Firefighters:</u> | | | |
| Lieutenant | \$39,850 | \$40,570 | \$41,050 |
| Sergeant | 38,038 | 38,758 | 39,238 |
| Senior Firefighter | 36,227 | 36,947 | 37,427 |
| Firefighter - 3 years | 29,897 | 30,617 | 31,097 |
| Firefighter - 2 years | 27,618 | 28,338 | 28,818 |
| Firefighter - 1 year | 26,063 | 26,783 | 27,263 |
| Firefighter - 6 months | 23,620 | 24,340 | 24,820 |
| Firefighter - Beginning | 22,165 | | |
| <u>Dispatchers:</u> | | | |
| Dispatcher - 4 years | \$24,611 | | |
| Dispatcher - 3 years | 23,234 | | |
| Dispatcher - 2 years | 22,036 | | |
| Dispatcher - 1 year | 20,536 | | |
| Dispatcher - 6 months | 17,155 | | |
| Dispatcher - Beginning | 16,833 | | |

* 3% cap = \$ 720

* 5% cap = \$1,200

Effective January 1, 1995

| | <u>BASE WAGE</u> | <u>3 PERCENT* EDUC. INCR.</u> | <u>5 PERCENT* EDUC. INCR.</u> |
|------------------------------|----------------------|-----------------------------------|-----------------------------------|
| <u>Deputy Chief Marshal:</u> | \$45,561 | \$46,281 | \$46,761 |
| <u>Firefighters:</u> | | | |
| Lieutenant | \$41,045 | \$41,765 | \$42,245 |
| Sergeant | 39,179 | 39,899 | 40,379 |
| Senior Firefighter | 37,314 | 38,034 | 38,514 |
| Firefighter - 3 years | 30,794 | 31,514 | 31,994 |
| Firefighter - 2 years | 28,447 | 29,167 | 29,647 |
| Firefighter - 1 year | 26,845 | 27,565 | 38,045 |
| Firefighter - 6 months | 24,329 | 25,049 | 25,529 |
| Firefighter - Beginning | 22,830 | 23,550 | 24,030 |
| <u>Dispatchers:</u> | | | |
| Dispatcher - 4 years | \$24,611 | | |
| Dispatcher - 3 years | 23,234 | | |
| Dispatcher - 2 years | 22,036 | | |
| Dispatcher - 1 year | 20,536 | | |
| Dispatcher - 6 months | 17,155 | | |
| Dispatcher - Beginning | 16,833 | | |

* 3% cap = \$ 720
 * 5% cap = \$1,200

Effective January 1, 1996

| | <u>BASE WAGE</u> | <u>3 PERCENT* EDUC. INCR.</u> | <u>5 PERCENT* EDUC. INCR.</u> |
|------------------------------|----------------------|-----------------------------------|-----------------------------------|
| <u>Deputy Chief Marshal:</u> | \$46,928 | \$47,648 | \$48,128 |
| <u>Firefighters:</u> | | | |
| Lieutenant | \$42,277 | \$42,997 | \$43,977 |
| Sergeant | 40,354 | 41,074 | 41,554 |
| Senior Firefighter | 38,433 | 39,153 | 39,633 |
| Firefighter - 3 years | 31,717 | 32,437 | 32,917 |
| Firefighter - 2 years | 29,300 | 30,020 | 30,500 |
| Firefighter - 1 year | 27,650 | 28,370 | 28,850 |
| Firefighter - 6 months | 25,058 | 25,778 | 26,258 |
| Firefighter - Beginning | 23,514 | 24,234 | 24,714 |
| <u>Dispatchers:</u> | | | |
| Dispatcher - 4 years | \$24,611 | | |
| Dispatcher - 3 years | 23,234 | | |
| Dispatcher - 2 years | 22,036 | | |
| Dispatcher - 1 year | 20,536 | | |
| Dispatcher - 6 months | 17,155 | | |
| Dispatcher - Beginning | 16,833 | | |

* 3% cap = \$ 720
 * 5% cap = \$1,200

Effective January 1, 1997

| | <u>BASE WAGE</u> | <u>3 PERCENT* EDUC. INCR.</u> | <u>5 PERCENT* EDUC. INCR.</u> |
|------------------------------|----------------------|-----------------------------------|-----------------------------------|
| <u>Deputy Chief Marshal:</u> | \$48,336 | \$49,056 | \$49,536 |
| <u>Firefighters:</u> | | | |
| Lieutenant | \$43,545 | \$44,265 | \$44,745 |
| Sergeant | 41,565 | 42,285 | 42,765 |
| Senior Firefighter | 39,586 | 40,306 | 40,786 |
| Firefighter - 3 years | 32,669 | 33,389 | 33,869 |
| Firefighter - 2 years | 30,179 | 30,899 | 31,379 |
| Firefighter - 1 year | 28,480 | 29,200 | 29,680 |
| Firefighter - 6 months | 25,810 | 26,530 | 27,010 |
| Firefighter - Beginning | 24,219 | 24,940 | 25,420 |
| <u>Dispatchers:</u> | | | |
| Dispatcher - 4 years | \$24,611 | | |
| Dispatcher - 3 years | 23,234 | | |
| Dispatcher - 2 years | 22,036 | | |
| Dispatcher - 1 year | 20,536 | | |
| Dispatcher - 6 months | 17,155 | | |
| Dispatcher - Beginning | 16,833 | | |

* 3% cap = \$ 720

* 5% cap = \$1,200

Effective January 1, 1998

| | <u>BASE WAGE</u> | <u>3 PERCENT* EDUC. INCR.</u> | <u>5 PERCENT* EDUC. INCR.</u> |
|------------------------------|----------------------|-----------------------------------|-----------------------------------|
| <u>Deputy Chief Marshal:</u> | \$49,786 | \$50,506 | \$50,986 |
| <u>Firefighters:</u> | | | |
| Lieutenant | \$44,851 | \$45,571 | \$46,051 |
| Sergeant | 42,812 | 43,532 | 44,012 |
| Senior Firefighter | 40,774 | 41,494 | 41,974 |
| Firefighter - 3 years | 33,649 | 34,369 | 34,849 |
| Firefighter - 2 years | 31,084 | 31,804 | 32,284 |
| Firefighter - 1 year | 29,334 | 30,054 | 30,534 |
| Firefighter - 6 months | 26,584 | 27,304 | 27,784 |
| Firefighter - Beginning | 24,945 | 25,666 | 26,086 |
| <u>Dispatchers:</u> | | | |
| Dispatcher - 4 years | \$24,611 | | |
| Dispatcher - 3 years | 23,234 | | |
| Dispatcher - 2 years | 22,036 | | |
| Dispatcher - 1 year | 20,536 | | |
| Dispatcher - 6 months | 17,155 | | |
| Dispatcher - Beginning | 16,833 | | |

* 3% cap = \$ 720
 * 5% cap = \$1,200

APPENDIX B

LETTER OF UNDERSTANDING
between
THE CHARTER TOWNSHIP OF MERIDIAN
and
THE MERIDIAN PROFESSIONAL FIREFIGHTERS ASSOCIATION, FOAM

In an attempt to create a more equitable and secure promotional testing system, the Township and FOAM agree that Article XI Section 11.2 A & B will be modified as follows:

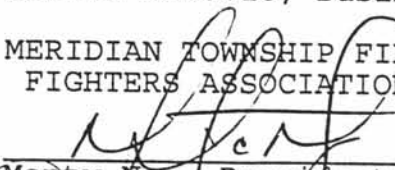
- A. Written test will be provided from an outside source agreed to by both parties. The test will have a (minimum of 100 question) based on Fire texts already agreed upon.
- B. The Written test will be administered prior to the oral interviews. Only those participants who receive a 60% or better score will continue in the testing process.
- C. The Oral Interview panel will be made up of a three member panel mutually agreed upon between the Township and FOAM. At least one of the panel members will be from an outside Fire Division and will hold the rank of Lieutenant or higher. Final interview rankings will be an average of all three panel members' scores.
- D. The Township and Association Bargaining Unit may have a representative present, but they will not participate in the interview process.
- E. This promotion process will expire upon expiration of the agreement, and will not carry forward unless mutual agreed to by the parties.

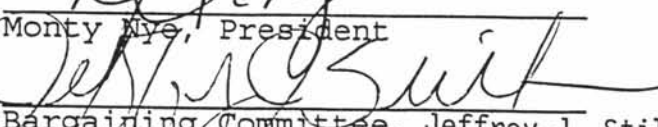
Signed this 15th day of April, 1996.

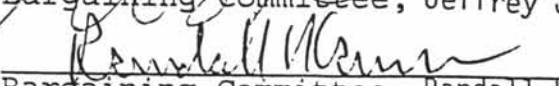
FIREFIGHTERS ASSOCIATION
OF MICHIGAN


Gerald Radovic, Business Agent

MERIDIAN TOWNSHIP FIRE
FIIGHTERS ASSOCIATION

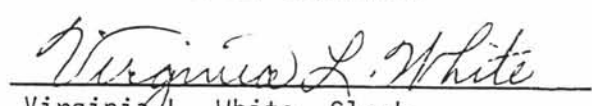

Monty Nye, President


Bargaining Committee, Jeffrey J. Stillman


Bargaining Committee, Randall Karnes

CHARTER TOWNSHIP OF MERIDIAN


Alvin E. House, Supervisor


Virginia L. White, Clerk

adopted 3-26-96

APPENDIX C

LETTER OF UNDERSTANDING
between
THE CHARTER TOWNSHIP OF MERIDIAN
and

THE MERIDIAN PROFESSIONAL FIREFIGHTERS ASSOCIATION, FOAM

THIS AGREEMENT is made and entered into this 15th day of April, 1996, between the Charter Township of Meridian (hereinafter referred to as "Township") and the Meridian Professional Firefighters Association/FAOM (hereinafter referred to as "FAOM").

WHEREAS, the Township and the FAOM have reached a successor collective bargaining agreement with a term running from January 1, 1994 through December 31, 1998; and

WHEREAS, as part of the agreement relating to the successor collective bargaining agreement, the Township and the Union agreed to an alternate reorganization proposal relating to the Township's public safety department; and

WHEREAS, the parties wish to clarify certain aspects of this agreement.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Elimination of five (5) firefighter positions by July 1996.
 - a. Give an opportunity to all firefighters to take a public safety officer position. For those firefighters electing to cross train, all current salary and cross training costs will be paid by the Township. There will be no impact on any of the current firefighter positions if five or more firefighters/paramedics volunteer for the new public safety officer positions or if attrition within the Fire Division eliminates all five positions. If so, there would be no involuntary layoffs of firefighters. Firefighters that volunteer to cross train must meet all MLEOTC qualifications. If all five positions are not eliminated by firefighters/paramedics that volunteer to cross train or if the positions are not eliminated through retirement, reverse seniority will be used as a means of eliminating the firefighter positions. Any employees whose positions will be eliminated will be given an opportunity to then qualify and take a public safety officer position. Firefighters whose positions are eliminated will be laid off if they do not choose to train or fail to complete cross training and field training and any benefits contained in the collective

bargaining agreement will be provided. If a volunteer to cross train fails to complete cross training and field training they may exercise bumping rights to the extent they have more seniority than remaining firefighters. If a volunteer is not one of the firefighters that was to have his/her position eliminated, and there is no position to bump into because a position in the bargaining unit has been vacated, that firefighter will be allowed to return to that position if they did not satisfactorily complete the necessary PSO training. There will be no recall to positions eliminated by attrition. The decision to cross-train shall be made prior to April 15, 1996.

- b. The Township agrees to create an incentive of a one-time bonus of \$2,000 to any firefighters/paramedics that agree to and successfully completes the first year as a PSO. Also, the Township would provide the same incentive to any person eligible for retirement that gives notice of the intent to retire by April 15, 1996.

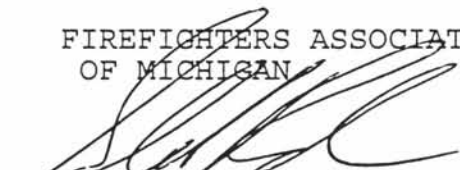
2. Creation of five (5) administrative/managerial public safety positions.

In addition to the five positions eliminated above, five additional administrative/managerial PSO positions will be created. These positions will also be effective in July of 1996. All FAOM members will be given an opportunity to apply for them. Selection will be made by established Township procedure through the Township Manager and Personnel Committee. These positions will be used for administrative and managerial tasks and involve such duties as fire inspection, training, education and other staff functions. The individuals in these new positions will not be required to cross train but will be recognized as part of the public safety organization. The new public safety organization members shall be treated the same as other public safety officers. These new positions will only be filled by members that have applied for them. No FAOM members will be forced to take a position. A firefighter position will be eliminated if a FAOM member applies for and is accepted to the newly created position. This will be in addition to the five positions eliminated in paragraph #1. These positions will not be represented by FAOM. The Township shall fill any position not filled voluntarily by firefighter with candidates from outside the Department.

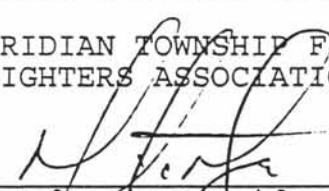
3. Remaining Firefighters. The remaining firefighters will continue to provide firefighter/EMS services in traditional roles. None of these firefighter employees will be subject to layoff while less senior PSO's remain on the payroll.

4. Personnel Committee Chair. The Personnel Committee chair will publicly acknowledge at a Board meeting, for the record, that there is no intention to lay off firefighters in the future.
5. EMS/Paramedic Services. EMS/paramedic services will be provided by utilizing the two current ambulances and one E-unit as described in the earlier authorized reorganization plan. A second E-unit will be phased in at a later date. Current firefighter/paramedics that cross train and new public safety officers will staff the mobile E-unit. Current paramedic/firefighters will staff the E-unit until PSO's are trained and in future instances where PSO staffing is insufficient. In those cases, firefighter/paramedics will be assigned to a fire station and only respond to fire/EMS related activities.
6. Retirement with 25 Years of Service. One time offer to retire with 25 years of service and pension annuitized at current value or receipt of cash payment buyout. This option will be available from the execution of this agreement through April 15, 1996. Attached to this Letter of Understanding as Attachment 1 is the agreed upon actuarially determined funds within the retirement system attributable to each participant for the cash payment buy out, as well as the alternative pension annuitized at current value for such participants.

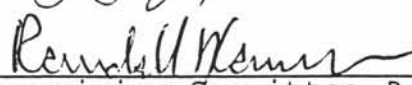
FIREFIGHTERS ASSOCIATION
OF MICHIGAN


Gerald Radovic, Business Agent


MERIDIAN TOWNSHIP FIRE
FIGHTERS ASSOCIATION

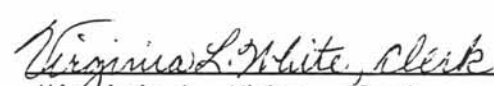

Monty Nye, President


Bargaining Committee, Jeffrey J. Stillman


Bargaining Committee, Randall Karnes

CHARTER TOWNSHIP OF MERIDIAN


Alvin E. House, Supervisor


Virginia L. White, Clerk

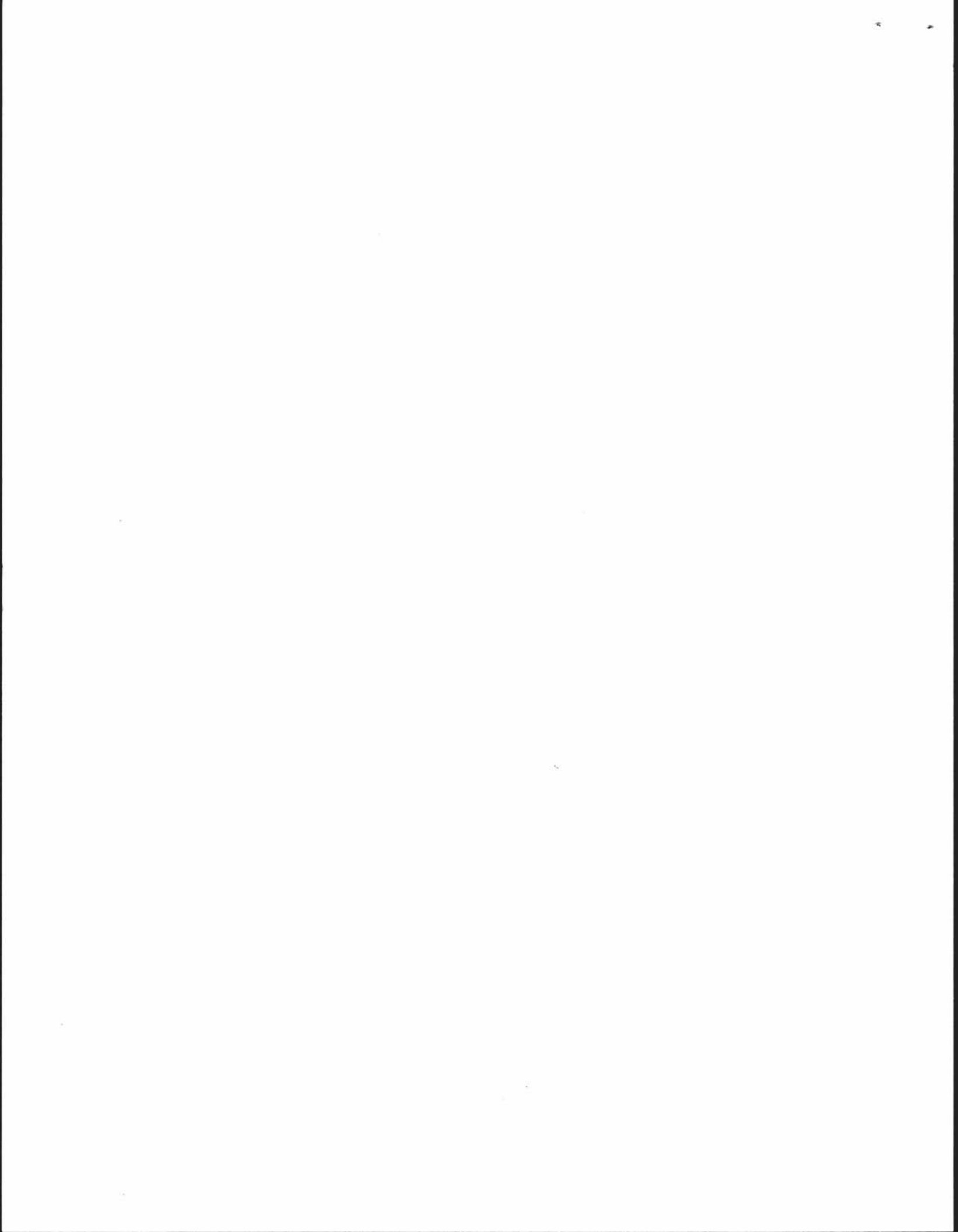
Adopted 3/26/96

ATTACHMENT 1

EARLY OUT PENSION BENEFIT OPTIONS

| PARTICIPANT | BUYOUT | | NOW TO 52 | | ANNUITIZED PENSION | | 52 TO 62 | | 62+ | |
|-------------|---|----------------------------------|-------------------------------------|----------------------------------|-------------------------------------|--|----------|--|-----|----------|
| | TOTAL | | | | | | | | | |
| Armstrong | \$102,964.00 + 34,357.00 \$137,321.00 | Pension Supplemental Total | \$ 708.57 + 328.43 \$1,037.00 | Pension Supplemental Total | \$ 708.57 + 888.74 \$1,597.31 | | | | | \$708.57 |
| Eberly | \$130,554.00 + 48,860.00 \$179,414.00 | Pension Supplemental Total | \$ 928.73 + 461.93 \$1,390.66 | Pension Supplemental Total | \$ 928.73 + 862.09 \$1,790.82 | | | | | \$928.73 |
| Huls | \$133,402.00 + 38,110.00 \$171.512 | Pension Supplemental Total | \$ 938.16 + 401.06 \$1,339.22 | Pension Supplemental Total | \$ 938.16 + 852.68 \$1,790.84 | | | | | \$938.16 |
| Linn | \$103,573.00 + 32,967.00 \$136,540.00 | Pension Supplemental Total | \$ 712.76 + 315.14 \$1,027.90 | Pension Supplemental Total | \$ 712.76 + 852.79 \$1,565.55 | | | | | \$712.76 |
| Sherman | \$131,265.00 + 35,900.00 \$167,165.00 | Pension Supplemental Total | \$ 923.13 + 359.12 \$1,282.25 | Pension Supplemental Total | \$ 923.13 + 863.88 \$1,787.01 | | | | | \$923.13 |

Either option will be considered a retirement benefit for the purposes of eligibility for the retiree health insurance benefits.



LETTER OF UNDERSTANDING
between
THE CHARTER TOWNSHIP OF MERIDIAN
and
THE MERIDIAN PROFESSIONAL FIREFIGHTERS ASSOCIATION, FOAM

THIS AGREEMENT is made and entered into this 15th day of April, 1996, between the Charter Township of Meridian (hereinafter referred to as "Township") and the Meridian Professional Firefighters Association/FAOM (hereinafter referred to as "FAOM").

WHEREAS, the Township and the FAOM have reached a successor collective bargaining agreement with a term running from January 1, 1994, through December 31, 1998; and

WHEREAS, as part of the agreements relating to the successor collective bargaining agreement, the Township and the Union agreed to an alternate reorganization proposal relating to the Township's public safety department; and

WHEREAS, the parties are desirable to resolving all outstanding issues, including any unfair labor practices and/or grievances, or potential grievances or unfair labor practices as a part of this negotiating process.

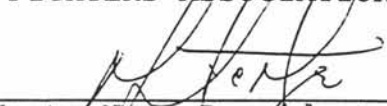
NOW, THEREFORE, it is hereby agreed between the parties as follows:

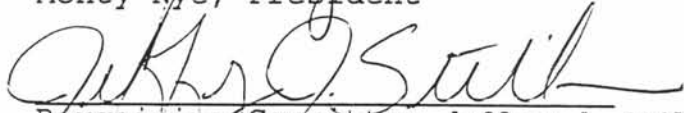
1. All pending ULP's and grievances will be withdrawn, not appealed, and will otherwise be considered settled between the Township and FAOM.
2. All records concerning discipline relating to the agility testing will be removed from all Township files.
3. No discipline shall be taken for any actions of FAOM members concerning the public safety reorganization that occurred prior to March 14, 1996.
4. Tony Perry grievance (FAOM Grievance No. 93-0183) resolved by his working a 24 hour shift on a date proposed on March 14, 1996.
5. Dean Armstrong longevity grievance (FAOM Grievance No. 95-0144) will be settled by granting requested longevity.
6. Robert McAlvey will not be disciplined for December 30, 1995 incident.
7. It is the parties' understanding that the foregoing, all currently outstanding unfair labor practices and grievances, are hereby resolved.

FIREFIGHTERS ASSOCIATION
OF MICHIGAN


Gerald Radovic, Business Agent

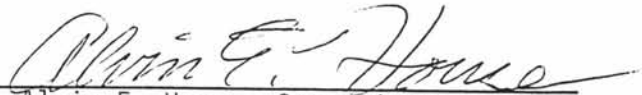
MERIDIAN TOWNSHIP FIRE
FIGHTERS ASSOCIATION

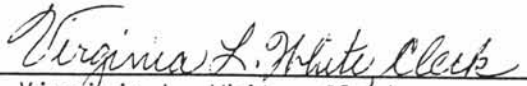

Monty Nye, President


Bargaining Committee, Jeffrey J. Stillman


Bargaining Committee, Randall Karnes

CHARTER TOWNSHIP OF MERIDIAN


Alvin E. House, Supervisor


Virginia L. White, Clerk

